

SEAL TECH ROOF RSTORE 10 YR LIMITED WARRANTY

Our Promise:

SEAL TECH warrants that subject to the other terms, conditions, and limitations described herein below, ST at it's cost and expense will or by and through a certified SEAL TECH Certified Dealer repair any leaks in the Roof System provided that a complete SEAL TECH Roof System was installed by a SEAL TECH Certified Dealer according to SEAL TECH's installation instructions and specifications ("Covered Leak Repairs"). Covered Leak Repairs must be performed by a SEAL TECH Certified Dealer after written notice to SEAL TECH as approved by SEAL TECH in writing to keep this warranty in effect subject to all of the other terms set forth herein. There is no dollar limitation ("NDL") on Covered Leak Repairs. The SEAL TECH Roof System as used in this warranty means only SEAL TECH brand roofing, coatings, primers, fabrics, adhesives, sealants, additives, and flashing membrane, (or other SEAL TECH specified insulation), adhesives, membrane/insulation fastening system components, as SEAL TECH as has been specified in writing on SEAL TECH's website at www.sealtechroof.com

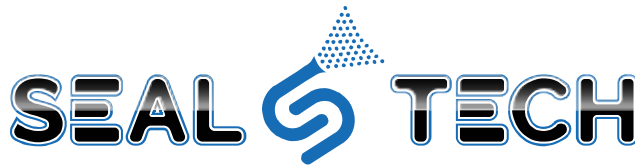
Warranty Period: Ten (10) Year Warranty from the date the Warranty is formally issued by SEAL TECH. A formal warranty will not be issued before the Date of Completion (as that term is defined below) and before the SEAL TECH Roof System has been fully installed according to SEAL TECH's installation instructions and specifications. Before the Warranty is formally issued an independent third-party roofing inspector must confirm in writing to SEAL TECH (and within 30 days of the Date of Completion) that the SEAL TECH Roof System was installed by a SEAL TECH Certified Dealer according to SEAL TECH's furnished installation instructions and specifications. Full payment of all labor, material, warranty and other fees is a condition precedent to the enforceability of this warranty and for this warranty to be effective full payment of all labor, material, warranty, and other fees must be paid without dispute or offset, no later than thirty (30) days after the Date of Completion of this warranty is null and void.

Owner's Responsibilities to Keep Warranty in Effect:

Owner's failure to comply with the procedures terms and conditions set forth in this warranty herein shall automatically without any action on SEAL TECH part, void this Warranty

- A. If a leak is discovered** Immediately telephone the original SEAL TECH Certified Dealer to report the leak location and severity and send an email within 48 hours of the telephone call to the original SEAL TECH Certified Dealer. Then phone SEAL TECH's Technical Services Department at 1-877-217-5777 within five (5) calendar days (120 hours) of discovering the leak and send written notice via certified mail, return receipt requested, within fourteen (14) days of discovery of any claimed leak to SEAL TECH Attn: Warranty Department, 80 Saddle River Ave., suite C, South Hackensack, NJ, 07606. Notice to original SEAL TECH Certified Dealer is not notice to SEAL TECH. It is agreed that reporting a leak to SEAL TECH also constitutes the Owner's permission for SEAL TECH to investigate the source or origin of the claimed leak, including inspection of the roof as SEAL TECH deems necessary. Overlying materials such as but not limited, to planters, pavers, garden roofs, decking, conduits, or equipment which impede investigation or repair of the SEAL TECH Roof System must be removed and replaced at the Owner's expense. SEAL TECH may acknowledge the Owner's notice of a potential warranty claim and issue a request for more information, from the Owner. The Owner must promptly provide SEAL TECH with any additional requested information or documents requested by SEAL TECH. Also, if no leak covered by this Warranty is found, Owner agrees to pay an investigation fee of \$1,000 to SEAL TECH within sixty (60) days of invoice or this warranty shall be null and void and of no further force effect. Owner must respond within 48 hours to inquiries from SEAL TECH and allow access to SEAL TECH concerning any leaks or requests to inspect the SEAL TECH Roof Restore System to keep this Warranty in effect.
- B. Emergency repairs.** After notifying SEAL TECH's Warranty Department, the Owner shall, where necessary minimize damage to the building and its contents, perform emergency repairs at the Owner's sole expense to abate the emergency only. Where permanent damage or concealment of the SEAL TECH Roof System is caused to the building as a consequence of emergency repairs this warranty is void.
- C. Maintenance.** Owner is responsible for all reasonable general maintenance and care of the SEAL TECH Roof System and Owner shall perform at least the following that must be substantiated by contemporaneous documentation to keep this Warranty in effect : (i) semi-annual roof inspections; (ii) semi-annual removal of accumulated dirt, debris or other contaminants from the roof surface and drainage outlets; (iii) maintenance of caulks or sealants as necessary to maintain the roof in a watertight condition at flashing or membrane terminations, penetrations, and metal work in and around the SEAL TECH Roof System and (iv) compliance by Owner with SEAL TECH Care and Maintenance information published on SEAL TECH website. Owner shall document general maintenance and care and all work completed on the roof with photographs and maintain those records during the period of this warranty. Owner shall during the period of this warranty also maintain records of inspections and maintenance and make those records available to SEAL TECH. Owner shall submit an annual declaration under oath via email to SEAL TECH at info@sealtechroof.com the form prescribed by SEAL TECH and by no later than December 31 for each successive calendar year after the Date of Completion certifying that Owner has performed: (i) semiannual periodic/seasonal roof inspection; (ii) semi-annual removal of any accumulated dirt, debris or other contaminants from roof surface and drainage outlets; (iii) maintained all caulks or sealants necessary to maintain the roof in a watertight condition at flashing or membrane terminations, penetrations, and metal work in and around the SEAL TECH Roof System; and (iv) complied with SEAL TECH Care and Maintenance information published on SEAL TECH website. Owner shall maintain the above documentation and photographs for at least three calendar years.
- D. Transfer.** Owner can transfer this Warranty to a subsequent owner for any remaining warranty term only if: (a) Owner provides thirty (30) days advance written notice of the change in ownership by completing the Warranty Transfer Form obtained from SEAL TECH; and (b) Owner makes any repairs to the SEAL TECH Roof System or other roofing and building components that are identified by SEAL TECH as necessary to preserve the integrity of the SEAL TECH Roof System. and (c) Owner pays a transfer fee of \$500 within 90 days of the date of transfer of the Property at which the SEAL TECH Roof System was installed. This Warranty is not otherwise transferrable by contract or operation of law.
- E. Mediation.** Owner shall mediate any dispute with SEAL TECH, whether arising in contract, tort or otherwise. Failure of Owner to participate in a mediation in Bergen County, New Jersey and administered by ADR Services in the Bergen County, State of New Jersey shall void this warranty. The mediation shall be completed within 180 days of any leak that Owner claims is a Covered Leak and disputed by SEAL TECH.





Exclusions from Coverage.

This Warranty does not cover leaks or other conditions caused by:

- a. Natural disasters, such as gale force wind or hail (unless a wind or a hail warranty rider has been added), windfall or wind-blown debris, flood, tornado/microburst, hurricane, lightning/electrical storm, fire, earthquake, or any act of God.
- b. Failure of or deterioration of underlying substrates or damage to the SEAL TECH Roof System resulting from collapse, movement, deflection, moisture content, deterioration, or other failures of any portion of the underlying structure; loss of insulation, moisture/air infiltration, or condensation through the roof deck, walls, penetrations, rooftop equipment or any other component of the building.
- c. Change in use, abuse, or misuse, including damage from traffic, vandalism, or building maintenance; staging or storage of any nature on the; failure to properly maintain the roof system; or a substantial change in the usage of the building without SEAL TECH's approval. Misuse also includes using any portion of the SEAL TECH Roof System for any purpose other than a roof waterproofing system. Contact with incompatible products, materials, cleaners, chemicals or compounds, environmental fallout, and any other chemicals not approved by SEAL TECH.
- d. Alterations during or after installation, including any addition, penetration, demolition, or substantial work performed on or through the SEAL TECH Roof System without prior SEAL TECH's approval; or that is not in compliance with SEAL TECH's specifications and installation instructions; or for a defect caused by the negligence of the SEAL TECH Certified Dealer, Contractor or subcontractor or supplier at any tier.
- e. Natural disasters, such as gale force wind or hail (unless a wind or a hail warranty rider has been added), windfall or wind-blown debris, flood, tornado/microburst, hurricane, lightning/electrical storm, fire, earthquake, or any act of God.
- f. Failure of or deterioration of underlying substrates or damage to the SEAL TECH Roof System resulting from collapse, movement, deflection, moisture content, deterioration, or other failures of any portion of the underlying structure; loss of insulation, moisture/air infiltration, or condensation through the roof deck, walls, penetrations, rooftop equipment or any other component of the building.
- g. Change in use, abuse, or misuse, including damage from traffic, vandalism, or building maintenance; staging or storage of any nature on the; failure to properly maintain the roof system; or a substantial change in the usage of the building without SEAL TECH's approval. Misuse also includes using any portion of the SEAL TECH Roof System for any purpose other than a roof waterproofing system. Contact with incompatible products, materials, cleaners, chemicals or compounds, environmental fallout, and any other chemicals not approved by SEAL TECH.
- h. Alterations during or after installation, including any addition, penetration, demolition, or substantial work performed on or through the SEAL TECH Roof System without prior SEAL TECH's approval; or that is not in compliance with SEAL TECH's specifications and installation instructions; or for a defect caused by the negligence of the SEAL TECH Certified Dealer, Contractor or subcontractor or supplier at any tier.
- i.

Limitation of Damages, Choice of Law & Jurisdiction:

THIS WARRANTY SUPERSEDES AND REPLACES ALL OTHER EXPRESSED (WRITTEN OR ORAL) AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THIS WARRANTY IS OWNER'S SOLE AND EXCLUSIVE REMEDY. SEAL TECH SHALL NOT BE LIABLE UNDER ANY THEORY OF LAW OR EQUITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF WARRANTY OR STRICT LIABILITY) FOR ANY GENERAL, SPECIAL, ---CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, INJURY OR DAMAGE TO ANY BUILDING OR STRUCTURE, ITS CONTENTS, OR ANY PERSON DUE TO ANY CAUSE, INCLUDING WITHOUT LIMITATION PRODUCT FAILURE, LEAKS, MOISTURE, CONDENSATION, MOLD, ORGANISMS, CHANGE IN APPEARANCE, LOSS OF REFLECTIVITY, VAPOR OR ODORS.

Inspection(s) (if any) of the installation or condition of a roof are solely for SEAL TECH's information and convenience, and any such inspection(s) shall not create any additional duty, liability, or warranty by SEAL TECH, express or implied, nor any additional remedy for the Owner or any other person. Owner is solely responsible for the investigation and remedy of any non-covered leaks or conditions. This Warranty is governed by the laws of the State of New Jersey. Purchase of the SEAL TECH Roof Restore System constitutes irrevocable consent to the exclusive jurisdiction and venue in state or federal courts in Bergen County New Jersey in all disputes against SEAL TECH arising out of or relating to the purchase, use, or warranty of this product. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation or exclusion of implied warranties, so the above exclusions and limitations may not apply to you.

SEAL TECH SHALL NOT BE LIABLE TO THE OWNER FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, OR SPECULATIVE DAMAGES (INCLUDING IN RESPECT OF LOST PROFITS OR REVENUES). NO REPRESENTATIVE, EMPLOYEE, OR AGENT OF SEAL TECH IS CERTIFIED TO MODIFY THIS WARRANTY EXCEPT IN WRITING AS CERTIFIED BY SEAL TECH'S TECHNICAL SERVICES DIRECTOR OR BY CERTIFIED SEAL TECH WARRANTY AMENDMENT.

Any dispute, controversy or claim arising out of or relating in any way to this Warranty, the purchase of an SEAL TECH Roofing System or the breach, termination, enforcement, interpretation or validity of this Warranty, including the determination of the scope or applicability of this agreement to arbitrate, shall be exclusively resolved by binding arbitration in Bergen County, New Jersey, or another location mutually agreed to by the parties. The arbitration shall be administered by ADR Services, Inc. ("ADR Services") and all hearings shall be held before a sole arbitrator in Bergen County, New Jersey. The arbitration shall be binding with no right of appeal. The arbitration shall be conducted pursuant to the ADR Services, Inc. Arbitration Rules. The arbitration shall be commenced by filing a demand for arbitration with the administrator of ADR Services, Inc. and serving the demand on the responding party. Upon receipt of the demand for arbitration, ADR Services will send a "Commencement Letter" acknowledging receipt of the demand. The responding party may file a response and/or a counter-claim within fifteen (15) calendar days of receipt of the demand. If no response is filed, all allegations of the demand shall be deemed denied. The parties shall select an arbitrator by mutual agreement through ADR Services within thirty (30) calendar days of the date the demand for arbitration was filed. If the parties are unable to agree on the selection of an arbitrator within such time, the administrator of ADR Services shall select an independent arbitrator pursuant to the procedures set forth in the ADR Services, Inc. Arbitration Rules, then in effect.





The costs of arbitration, including the arbitrator's fees, shall be borne equally by the parties to the arbitration, unless otherwise ordered by the arbitrator or agreed upon by the parties. The parties to this agreement further agree to abide by any award rendered by the arbitrator. Judgment on the award rendered by the arbitrator may otherwise be entered in any court having jurisdiction thereof.

Warranty ID#: _____ Warranty Date of Completion: _____

Project Address: _____

City: _____ State: _____ Zip: _____

Owner Name: _____ Phone: _____

Owner Email Address _____

Area Of Roof (SQ): _____ Specification Number: ST ROOF RESTORE 10 YR (NDL)

SEAL TECH Certified Dealer _____

Phone: _____

Address: _____ City: _____

State: _____ Zip: _____