

METACRYLICS Roofing System Guarantee – Materials & Labor

Warranty No: 16-0000

Length of Term: Twenty (20) Years NDL (No Dollar Limit)

Metacrylics guarantees to the original owner that during the term commencing with the date of completion, Metacrylics will replace the materials and labor reasonably required to repair the Metacrylics Roofing System (the "Roofing System") to return it to a watertight condition if leaks occur due to: (i) ordinary wear and tear of any or all of the component materials of the Roofing System or (ii) workmanship deficiencies by a Metacrylics' approved roofing Contractor at the time of application of the Roofing System. For purposes of this Guarantee, the Roofing System shall mean all products sold by Metacrylics to a distributor or the Contractor.

WHAT TO DO IF YOUR ROOF LEAKS

In the event any leak should occur in the Roofing System:

- 1) Building Owner must notify Metacrylics immediately upon discovery of the leak and (i) in no event later than thirty (30) days after discovery of the leak.
- 2) In response to this notice, Metacrylics will arrange to inspect the Roofing System, and if the leaks are the responsibility of Metacrylics under this Guarantee (see Limitations and Exclusions), Metacrylics will take appropriate action to return the Roofing System to a watertight condition, or (ii) if the leaks are not the responsibility of Metacrylics under this Guarantee, its representatives may, at the Building Owner's request, advise the Building Owner within a reasonable time of the minimum repairs that Metacrylics believes are required to return the Roofing System to a watertight condition, if the Building Owner, at its expense, promptly makes such repairs to the Roofing System this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make these repairs in a timely and reasonable fashion will void any further obligation of Metacrylics under this Guarantee as to the damaged portion of the Roofing System.
- 3) In the event an emergency condition exists which requires immediate repair to avoid substantial damage to the Building or its contents, then Building Owner may make essential temporary repairs. Metacrylics will reimburse Building Owner for those reasonable materials expenses which would have been Metacrylics' responsibility under the Guarantee but for the emergency condition.

LIMITATIONS AND EXCLUSIONS

This Guarantee is not a maintenance agreement or an insurance policy; therefore, routine inspections and maintenance are the Building Owner's responsibility. The Guarantee does not obligate Metacrylics to repair the Roofing System, or any part of the Roofing System, for leaks resulting from (a) natural disasters including flood, hurricane, tornado, earthquake, and hail, (b) misuse, abuse or negligence, (c) installation or material failures (other than those material failures involving the component materials expressly defined above as the Roofing System) or exposure of the Roofing System components to chemical substances such as acids, oil, solvents, caustic materials or to damaging conditions such as vermin, (d) changes to the Roofing System or the Building's usage that are not preapproved in writing by Metacrylics, (e) failure of the Building substrate (mechanical, structural or otherwise and whether resulting from Building movement, design defects or other causes) or collapse of the roof structure due to the weight of improper drainage (ponding water), (f) defect in roof deck, insulation, vents, drains, parapets, and/or mechanical units installed by other contractors. (g) movement or deterioration of material adjacent to or through the Roofing System, (h) failure of the owner to provide reasonable care in the maintenance of the waterproofed areas, (i) roof areas that are not in compliance with international and/or local building codes for positive slope and drainage, (j) impact of foreign objects, or (k) improper ventilation. Metacrylics is not responsible for leaks and damage resulting from water entry from any portion of the Building structure not a part of the Roofing System. In the case of improper installation of the Roofing System not excluded by (c) above, the Contractor at its cost and expense shall make necessary repairs.

Metacrylics shall have no obligation under this Guarantee until all bills for installation, materials and services have been paid in full to Metacrylics and the Metacrylics approved roofing Contractor. **To the fullest extent permitted by applicable law, Metacrylics disclaims any implied warranty, including the warranty of merchantability and the warranty of fitness for a particular purpose, or limits such warranty to the duration and to the extent of the express warranty contained in this Guarantee.**

Metacrylics exclusive responsibility and liability under this Guarantee is to make repairs that may be necessary to maintain the roofing system in a watertight condition in accordance with the obligations which are Metacrylics responsibility under this Guarantee.

This Guarantee only covers roof repair of the Roofing System. Metacrylics and its affiliates will not be liable for any incidental or consequential damages to the building structure (upon which the Roofing System is affixed) or its contents, loss of time, rent, profits or any inconvenience. Metacrylics and its affiliates shall not be liable for any damages which are based upon negligence, breach of warranty, strict liability or any other theory of liability other than the exclusive liability set forth in this Guarantee. Incidental and consequential damages shall not be recoverable even if the remedies or the actions provided for herein fail of their purpose.

No one is authorized to change, alter or modify the provisions of this Guarantee other than the President of Metacrylics. Metacrylics' delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified below and will be transferred by Metacrylics in its sole discretion only after receiving satisfactory information and payment of a transfer fee, which must be delivered to Metacrylics as soon as practical, but no later than 30 days after the date of Building ownership transfer.

Because Metacrylics does not practice engineering or architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by Metacrylics representatives shall constitute any warranty by Metacrylics of such plans, specifications and construction or in any way constitute an extension of the terms and conditions of this Guarantee.

METACRYLICS is a dba of Instant Asphalt, Inc., a California corporation with its principal mailing address at 365 Obata Court, Gilroy, California 95020.

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Email: sales@metacrylics.com

Owner's Name:

Owner's Phone:

Owner's Address:

Job Address:

Job Name(s)

Original Roof:

Sq. Ft.:

Mat's Purchased From:

Date Work Began:

Date Work Finished:

Contractor's Name:

Contractor's Phone:

Contractor's Address:

Signature of Metacrylics® Rep

Date

Signature of President
Instant Asphalt, Inc.
Dba Metacrylics®

Date

Approved Contractor Signature

Date

Printed Name of Metacrylics® Representative

Printed Name Contractor Representative