# KOOL COATS ASSURANCE WARRANTY TERMS & CONDITIONS

MANUFACTURER-BACKED COMMERCIAL ROOF RESTORATION WARRANTY

## FOR OWNERS SEEKING AN ALTERNATIVE TO PREMATURE ROOF REPLACEMENT

The Kool Coats Assurance program is designed to help building owners extend roof life with confidence through qualified contractors, documented installation practices, and manufacturer-backed warranty participation.

*This warranty is issued following project review, approved installation, final inspection, and acceptance by Kool Coats.*

## OUR COMMITMENT

Kool Coats believes roof restoration should provide owners with a credible path to extend roof life while reducing the cost, disruption, and waste associated with roof replacement.

When a qualifying roof is restored with an approved Kool Coats system and installed by an approved contractor, Kool Coats stands behind the project through the Assurance program.

## Limited Warranty:

Upon successful completion of Kool Coats' required pre-install qualification process, installation in accordance with the Approved Warrantable Specification identified on the applicable Warranty Certificate, final inspection and approval, and issuance of this Warranty by Kool Coats, this Warranty provides for the repair of Covered Leaks in accordance with the applicable responsibility periods, participation schedules, terms, conditions, exclusions, limitations, and remedies contained herein. During Years 1–3, Kool Coats supplies approved replacement Kool Coats coating material for qualifying Covered Leak repairs, and the Primary Contractor (jointly and severally with any Installing Certified Applicator) performs and funds all repair labor and non-coating materials. Beginning in Year 4 and continuing through expiration of the applicable Warranty term, Kool Coats shall pay one hundred percent (100%) of reasonable, approved Covered Leak repair labor and materials, subject to the Maximum Aggregate Project Liability and all other terms, conditions, and exclusions of this Warranty.

This warranty does not constitute:

- **a roof replacement warranty;**
- **a maintenance agreement;**
- **property insurance;**
- **a design warranty;**
- **an engineering certification;**
- **a structural warranty; or**
- **a guarantee of future roof performance beyond the obligations expressly stated herein.**

Kool Coats' obligations under this Warranty are limited to those expressly described herein, including warranty administration and applicable participation in Covered Leak repairs.

To the fullest extent permitted by law, Kool Coats shall not be liable for consequential damages, incidental damages, punitive damages, business interruption losses, tenant claims, loss of use, interior damages, or other indirect damages of any kind.

## Coverage Highlights:

- Manufacturer-backed roof restoration warranty
- Approved Kool Coats restoration system
- Qualified contractor installation
- Coverage for manufacturing defects
- Coverage for ordinary wear and weathering
- Coverage for qualifying Covered Leaks, subject to the Contractor Responsibility Period and applicable warranty terms
- Transferable ownership rights (subject to terms)
- Warranty claim review and administration by Kool Coats
- Technical support throughout the warranty period

## Covered Leaks:

Covered Leaks are leak conditions determined by Kool Coats to result directly from:

- **manufacturing defects in approved Kool Coats materials;**
- **ordinary wear and tear under normal exposure conditions; or**
- **covered leak conditions requiring repair of the approved Kool Coats restoration system.**

Coverage applies only to the affected warranted area as determined solely by Kool Coats and remains subject to all exclusions, limitations, participation schedules, and conditions contained herein. This Warranty provides for repair of Covered Leaks in accordance with the applicable responsibility period and Warranty Participation Schedule. During Years 1–3, Kool Coats supplies approved replacement Kool Coats coating material for qualifying Covered Leaks while the Primary Contractor (and any Installing Certified Applicator) performs and funds all repair labor and non-coating materials. Beginning in Year 4 and continuing through expiration of the applicable Warranty term, Kool Coats shall pay one hundred percent (100%) of reasonable, approved Covered Leak repair labor and materials, subject to the remaining Maximum Aggregate Project Liability, exclusions, limitations, and other terms of this Warranty.

## Qualification, Inspection & Approval:

This Warranty shall become effective only after Kool Coats has:

- **completed or accepted the required pre-install Warranty Qualification Evaluation;**
- **approved the project for an Assurance Warranty;**
- **established the Approved Warrantable Specification applicable to the project;**
- **confirmed that the installed roof restoration system conforms to the Approved Warrantable Specification;**
- **completed or accepted the required final inspection;**
- **confirmed completion of all corrective actions required by Kool Coats;**
- **confirmed that all applicable material, installation, warranty, and other required charges have been paid in full;**
- **received satisfactory evidence that the Building Owner and participating roofing contractor have executed a separate written roof maintenance agreement applicable to the warranted roof; and**
- **formally issued the applicable Warranty Certificate.**

Completion of the Warranty Qualification Evaluation does not guarantee warranty eligibility or issuance. Warranty coverage begins only after all applicable qualification, installation, inspection, correction, documentation, payment, and issuance requirements have been satisfied.

SAMPLE NOT FOR ISSUE

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## Warranty Participation Schedule:

Subject to all terms, exclusions, and limitations herein, Kool Coats' participation in approved covered repair costs shall be as follows:

**YEARS 1 - 3:**

Primary Contractor/Installing Certified Applicator funds approved repair labor and non-coating materials; Kool Coats supplies approved replacement coating for qualifying Covered Leaks, except for installation/workmanship defects, for which contractors remain responsible for all labor and materials.

**YEARS 4 - APPLICABLE WARRANTY TERM EXPIRATION:**

Kool Coats pays 100% of reasonable, approved Covered Leak repair labor and materials, subject to the remaining Maximum Aggregate Project Liability and other Warranty terms.

Kool Coats' paid Covered Leak repair participation begins in Year 4 and continues through expiration of the applicable Warranty term. All approved repair expenditures, including approved replacement Kool Coats coating materials supplied during Years 1–3, are subject to the cumulative Maximum Aggregate Project Liability, except as expressly excluded from that limit. All obligations remain subject to the terms, conditions, exclusions, and limitations contained herein.

## Maximum Aggregate Project Liability:

The Maximum Aggregate Project Liability under this Warranty shall equal one dollar ($1.00) multiplied by the number of warranted square feet stated on the applicable Warranty Certificate. This is a single cumulative ceiling for the entire Warranty term, not an allowance per leak or per year.

The Maximum Aggregate Project Liability includes the value of approved replacement Kool Coats coating materials supplied by Kool Coats (including qualifying Covered Leak repairs in Years 1–3), other approved Covered Leak repair materials, and approved Covered Leak repair labor provided, paid, or reimbursed by Kool Coats during the Warranty term. These amounts reduce the remaining aggregate liability balance as they are incurred.

Routine Warranty administration, qualification inspections, transition inspections, claim investigations, and other inspection or investigation expenses shall be accounted for separately and shall not reduce the Maximum Aggregate Project Liability. Any right of Kool Coats to recover investigation costs for non-covered claims shall be governed by the Notification of Leaks section.

Beginning in Year 4, the maximum amount payable by Kool Coats for any approved Covered Leak claim shall be the lesser of: (1) one hundred percent (100%) of reasonable, approved Covered Leak repair labor and material costs for the affected warranted area; or (2) the unused balance of the Maximum Aggregate Project Liability. During Years 1–3, the contractor and manufacturer obligations stated in the Initial 3-Year Contractor Responsibility Period remain applicable. All payments and material provisions are subject to the remaining aggregate liability balance and to the exclusions, limitations, and other conditions of this Warranty.

## Notification of Leaks:

The Authorized Building Representative must notify Kool Coats directly in writing within thirty (30) days after discovery of any claimed leak condition.

Notice to the roofing contractor, distributor, applicator, or sales representative shall not constitute notice to Kool Coats.

By notifying Kool Coats, the Authorized Building Representative authorizes Kool Coats to investigate the cause of the leak.

Upon written request by Kool Coats in connection with a claim or Warranty review, the Authorized Building Representative shall provide copies of applicable roof inspection reports, maintenance and repair records, maintenance-agreement records, and roof-access logs within forty-eight (48) hours after receipt of the request. Kool Coats will remain the sole designated recipient of Warranty claim notices and may notify or coordinate with the responsible roofing contractor as appropriate.

If Kool Coats determines that the condition is not covered under this Warranty, the Authorized Building Representative agrees to reimburse Kool Coats for reasonable investigation costs.

## Initial 3-Year Contractor Responsibility Period:

For the first three (3) years following the applicable warranty effective date, the Primary Contractor (and any Installing Certified Applicator, jointly and severally) shall promptly perform or arrange and fund all approved repair labor and non-coating materials for qualifying repairs within the warranted area, while Kool Coats supplies approved replacement Kool Coats coating material for qualifying Covered Leaks (excluding improper installation or workmanship defects, for which the contractors remain responsible for all labor and materials).

The Primary Contractor also remains responsible for installation and workmanship-related conditions affecting the warranted roof restoration system, including work performed by its subcontractors:

- **improper installation;**
- **inadequate substrate preparation;**
- **flashing and detail failures;**
- **coating thickness deficiencies;**
- **application inconsistencies; and**
- **other installation-related defects.**

During the first three years, Kool Coats administers the Warranty by receiving claims, evaluating reported conditions, determining coverage, providing technical guidance, and communicating applicable repair responsibilities. These administrative activities do not, by themselves, constitute an obligation by Kool Coats to fund repair labor, non-coating materials, or other repair expenses during the Contractor Responsibility Period.

Kool Coats' paid participation in Covered Leak repairs begins in Year 4, except for any discretionary assistance separately authorized in writing as part of the end-of-year-three Transition Review.

*If any portion of roof preparation or installation is subcontracted, such work must be performed by an active Kool Coats Certified Partner executing the Warranty Certificate as Installing Certified Applicator. Any introduction, suggestion, or identification of an installer by Kool Coats or its personnel (oral, text, or written) is solely an informational courtesy and does not constitute selection, supervision, endorsement, or a warranty of workmanship; Primary Contractor relies solely on its own independent vetting and subcontract. Primary Contractor and Installing Certified Applicator are jointly and severally responsible for all Initial 3-Year and Transition Review obligations regardless of any dispute between them. If they fail to perform required repairs within a reasonable time after written notice from Kool Coats, Kool Coats may—without assuming ongoing contractor duties—arrange for another contractor to perform the work, and Primary Contractor and Installing Certified Applicator shall reimburse Kool Coats for documented repair costs plus twenty-five percent (25%) for overhead and administration, plus reasonable collection costs.*

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## End-of-Year-3 Transition Review:

Between thirty (30) and thirty-six (36) months following the applicable warranty effective date, Kool Coats may conduct a Transition Inspection in preparation for the end-of-year-three Transition Review. An inspection conducted before the end of Year 3 does not accelerate the commencement of Kool Coats' ongoing paid repair participation.

The purpose of the Transition Inspection is to identify workmanship-related deficiencies, installation-related defects, maintenance deficiencies, unauthorized modifications, or other conditions affecting the long-term performance of the warranted Kool Coats system.

If Kool Coats identifies workmanship-related deficiencies or installation-related defects, the Primary Contractor, and any Installing Certified Applicator, shall promptly perform corrective work reasonably required by Kool Coats.

If Kool Coats identifies owner-responsible conditions, maintenance deficiencies, or unauthorized modifications, the Authorized Building Representative shall promptly perform corrective measures reasonably required by Kool Coats.

At the end-of-year-three Transition Review, Kool Coats may, in its discretion, separately authorize assistance to prepare the warranted roof restoration system for the next warranty phase. Any such assistance shall be documented in writing and may include approved materials, repair coordination, labor participation, or other specifically authorized assistance. Such assistance is not automatic and does not relieve the Primary Contractor or Authorized Building Representative of their assigned obligations.

Subject to completion of required corrective work and all other applicable terms of this Warranty, Kool Coats' ongoing paid participation in Covered Leak repairs begins in Year 4 in accordance with the Warranty Participation Schedule. Nothing in the Transition Review or any discretionary assistance provided by Kool Coats shall relieve the Primary Contractor of responsibility for its workmanship or other contractual obligations.

Failure of the Primary Contractor or Authorized Building Representative to perform required corrective work within a reasonable time shall result in suspension of coverage until such deficiencies have been corrected and approved by Kool Coats. Kool Coats may also exercise its repair-reimbursement remedy in addition to suspending coverage.

## Limitation of Liability:

Under no circumstances shall Kool Coats be obligated to:

- **replace or recoat the entire roof system;**
- **perform tear-off of existing roofing materials;**
- **replace insulation;**
- **repair roof deck components or structural components;**
- **compensate for tenant claims, business interruption, consequential dmages, incidental damages, loss of use, interior damages, mood contents damages or other indirect losses.**

Kool Coats does not practice engineering or architecture.

Any evaluation or inspection performed by Kool Coats is conducted solely for purposes of determining eligibility for the Assurance Warranty, establishing or verifying compliance with the Approved Warrantable Specification, and administering this Warranty.

No evaluation, inspection, approval, or issuance of this Warranty constitutes an engineering, architectural, structural, code-compliance, or building-design certification.

## Remedy Structure:

Coverage under this Warranty applies solely to the affected warranted area of the Kool Coats roof restoration system, as determined solely by Kool Coats.

Beginning in Year 4, Kool Coats shall satisfy its covered-repair participation obligations through the remedies described in this section, subject to the Warranty Participation Schedule, Maximum Aggregate Project Liability, exclusions, limitations, and other applicable terms. Kool Coats shall have sole discretion to determine:

- **whether a condition is covered;**
- **the cause of the condition;**
- **the affected warranted area;**
- **the appropriate remedy;**
- **the repair methodology;**
- **the materials utilized;**
- **the contractors performing repairs; and**
- **the scope of repair necessary to address a Covered Leak.**

Beginning in Year 4, Kool Coats may satisfy its covered-repair obligations through:

- **provision of replacement materials;**
- **contractor-performed repairs;**
- **approved labor reimbursement;**
- **direct repair coordination; or**
- **another commercially reasonable remedy selected by Kool Coats.**

Under no circumstances shall Kool Coats be obligated to replace, restore, recoat, or reconstruct the entire roof system unless expressly agreed in writing by an authorized officer of Kool Coats.

## Warranty Exclusions:

This Warranty covers leaks only. This Warranty does not cover conditions other than leaks.

This Warranty does not cover leaks, damage, or failures caused by:

- **inadequate maintenance;**
- **abuse, misuse, vandalism, or physical damage;**
- **unusual weather conditions or natural disasters, including hail, tornadoes, hurricanes, floods, lightning, earthquakes, or wind events;**
- **movement, cracking, settlement, or failure of the roof deck, walls, foundation, or structure;**
- **substrate failure;**
- **trapped moisture or wet insulation;**
- **condensation or moisture infiltration through surrounding building components;**
- **ponding water or inadequate drainage outside approved specifications;**
- **chemical exposure, grease exposure, oils, acids, or contaminants;**
- **damage caused by other trades or contractors;**
- **unauthorized repairs, modifications, penetrations, or alterations;**
- **HVAC, plumbing, electrical, solar, or mechanical work;**
- **use of incompatible or non-approved materials;**
- **foot traffic or rooftop abuse;**
- **pre-existing roof defects or conditions;**
- **changes in building use;**
- **acts or omissions of parties other than Kool Coats;**
- **interior damage, mold, contents damage;**
- **business interruption; and**
- **consequential or incidental damages of any kind.**

NOT ISSUED

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## Owner Responsibilities / Preventative Maintenance:

The Building Owner shall, at the Building Owner's expense, maintain the warranted roof restoration system in accordance with this Warranty throughout the applicable Warranty term and shall:

• maintain a separate written roof maintenance agreement with the participating roofing contractor or, if that contractor becomes unavailable, another qualified roofing contractor acceptable to Kool Coats;

• cause the warranted roof to be inspected and the findings documented at least twice during each twelve (12)-month period, with inspections spaced at least four (4) months apart;

• maintain written inspection, maintenance, and repair records, including the dates of inspections, observed conditions, corrective actions, and supporting photographs where reasonably available;

• maintain a roof-access log identifying the dates and known purposes of roof access, including access by service trades and other persons performing work on rooftop equipment;

• keep roof drains, gutters, and scuppers free of debris and maintain drainage and ordinary housekeeping;

• protect the roof against abuse, unauthorized penetrations, modifications, and damage by third parties; and

• promptly arrange for correction of non-covered conditions and deficiencies identified through inspection, maintenance, or written notice from Kool Coats.

Except when more immediate action is reasonably necessary to prevent additional damage, identified non-covered maintenance deficiencies shall be corrected within thirty (30) days after discovery or written notification, unless Kool Coats approves a different period in writing. Conditions requiring emergency action shall be addressed without unreasonable delay.

The scope, frequency of contracted service visits beyond the minimum inspections required by this Warranty, price, duration, renewal, and all other commercial terms of the separate maintenance agreement shall be negotiated exclusively by the Building Owner and roofing contractor. Kool Coats is not a party to that agreement and assumes no duty to negotiate, supervise, perform, or pay for the contractor's maintenance services. A contractor's unavailability shall not automatically terminate coverage if the Building Owner timely arranges for a replacement qualified roofer and continues to satisfy this Warranty's maintenance requirements.

The Building Owner shall preserve the required maintenance and roof-access records and provide them to Kool Coats in accordance with the forty-eight (48)-hour production requirement in the Notification of Leaks section. Failure to perform required maintenance, correct identified deficiencies, or provide reasonably requested records may void, suspend, or limit coverage to the extent permitted by applicable law and the terms of this Warranty.

Any condition determined by Kool Coats to threaten the integrity or watertightness of the Kool Coats system must be repaired by a qualified contractor acceptable to Kool Coats within the applicable corrective-action period.

## Exclusive Remedy:

The remedies stated herein are the Authorized Building Representative's sole and exclusive remedies.

This Warranty replaces all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

The Authorized Building Representative expressly agrees that the remedies provided herein are adequate and that no additional remedies shall be available except as expressly stated in this Warranty.

## No Admission of Liability:

Any inspection, investigation, communication, recommendation, participation in repairs, provision of materials, or remedial action undertaken by Kool Coats shall not constitute an admission of liability, negligence, defect, fault, or responsibility.

## Transferability:

This Warranty may be transferred one (1) time to a subsequent Authorized Building Representative during the original Warranty term provided that:

1. **written notice is provided to Kool Coats within sixty (60) days after transfer;**
2. **the Authorized Building Representative completes any repairs identified by Kool Coats as necessary to preserve the integrity of the Kool Coats system;**
3. **all maintenance obligations are current;**
4. **any applicable transfer fee is paid; and**
5. **the roof restoration system remains in a condition acceptable to Kool Coats.**

This Warranty is otherwise non-transferable.

## No Oral Modification:

No representative, contractor, salesperson, distributor, consultant, applicator, or agent has authority to modify, expand, alter, waive, or amend this Warranty unless such modification is made in writing and signed by an authorized officer of Kool Coats.

## Mediation; Jurisdiction; Choice of Law:

As a condition precedent to litigation, any dispute arising from or relating to this Warranty shall first be submitted to mediation.

If mediation is unsuccessful, exclusive jurisdiction and venue shall lie in Dallas County, Texas.

This Warranty shall be governed by the laws of the State of Texas.

VOIDED