KOOL COATS LABOR & MATERIAL WARRANTY

LIMITED PRODUCT-PERFORMANCE RESTORATION WARRANTY

Limited Warranty:

Subject to the terms, conditions, limitations, and exclusions contained in this Warranty, Kool Coats warrants to the Authorized Building Representative identified on the applicable Warranty Certificate, and any approved transferee as provided herein, that the Kool Coats roof coating products approved and documented for the warranted project will be free from manufacturing defects that directly cause the properly installed Kool Coats coating system to lose its intended waterproofing function during the Warranty Term.

A leak resulting directly from such a covered manufacturing defect is referred to in this Warranty as a "Covered Leak."

This Warranty is a limited product-performance warranty that provides a defined labor-and-material remedy for Covered Leaks.

The Warranty Term is twelve (12) years beginning on the effective date stated on the applicable Warranty Certificate. During Warranty Years 1–3, the Primary Contractor handles qualifying repairs and remains responsible for installation workmanship. During Warranty Years 4–12, Kool Coats provides the covered repair service described herein for approved Covered Leaks, subject to the remaining Maximum Aggregate Warranty Obligation and all other terms, conditions, limitations, and exclusions of this Warranty.

This Warranty does not warrant the workmanship of the Primary Contractor or any other person and does not make Kool Coats responsible for the condition, suitability, integrity, movement, failure, or performance of the existing roof assembly, substrate, insulation, deck, structure, drainage system, or other building components.

Kool Coats' sole obligation under this Warranty shall be the repair remedy expressly provided herein, subject at all times to the Maximum Aggregate Warranty Obligation.

Kool Coats Covered Repair Service:

If the Authorized Building Representative reports a leak within the Warranted Roof Area during the Warranty Term, Kool Coats may inspect and investigate the reported condition and determine whether the leak constitutes a Covered Leak under this Warranty.

During Warranty Years 4–12, if Kool Coats determines that a Covered Leak has occurred, Kool Coats shall, at its option and subject to the remaining Maximum Aggregate Warranty Obligation:

- **provide the Kool Coats materials reasonably necessary to perform the covered repair;**
- **provide or arrange for reasonable labor necessary to perform the covered repair;**
- **reimburse reasonable labor and material costs approved by Kool Coats in advance; or**
- **use another commercially reasonable repair method selected by Kool Coats**

Kool Coats shall have the right to determine the cause of the reported condition, the affected warranted area, the scope of repair, repair methodology, materials utilized, contractor performing the repair, and manner in which Kool Coats satisfies its obligations.

The Authorized Building Representative shall not be charged for labor or Kool Coats materials furnished by Kool Coats as part of an approved covered repair, except that all such costs shall count toward and remain subject to the Maximum Aggregate Warranty Obligation.

Repair of a Covered Leak in accordance with this Warranty is the Authorized Building Representative's sole and exclusive remedy.

System Requirements:

No warranty shall exist merely because Kool Coats products were purchased or installed. This Warranty applies only when:

- **the roof has been installed using the Kool Coats system specified and approved in writing for the project;**
- **required Kool Coats products have been purchased through authorized channels;**
- **required application rates and system specifications have been documented;**
- **the Primary Contractor has completed all required project documentation;**
- **all applicable warranty fees have been paid in full;**
- **Kool Coats has been provided reasonable access if an inspection or observation is requested;**
- **any deficiencies or punch-list items identified by Kool Coats have been satisfactorily corrected before issuance of this Warranty;**
- **the required warranty signatures have been completed;**
- **Kool Coats has formally issued this Warranty in writing.**

Covered Repairs:

During Warranty Years 4–12, when Kool Coats determines that a Covered Leak has occurred, Kool Coats shall determine the appropriate covered repair method.:

- **perform the repair itself;**
- **designate the original Installing Contractor;**
- **designate another qualified contractor;**
- **authorize the Building Owner to arrange a repair subject to Kool Coats' written approval; or**
- **use another commercially reasonable method selected by Kool Coats.**

No third-party repair expense shall be reimbursable unless approved by Kool Coats in advance, except where emergency measures are reasonably necessary to protect persons or property from immediate damage.

Kool Coats' performance or payment for a repair does not constitute an admission that the Primary Contractor's workmanship was warranted by Kool Coats or that Kool Coats is responsible for any excluded substrate, structural, or building condition.

Repairs performed under this Warranty do not extend, renew, restart, or enlarge the original Warranty Term unless Kool Coats expressly agrees otherwise in writing.

A covered repair also does not increase, restore, renew, or reset any portion of the Maximum Aggregate Warranty Obligation previously expended.

Inspection & Issuance:

No initial manufacturer inspection or inspection fee is required.
When project conditions warrant, Kool Coats may request additional documentation or perform an inspection or observation before issuance.

Such inspections are performed solely to determine whether visible project conditions and documented installation requirements appear consistent with the requirements for issuance of this Limited Labor & Material Roof Coating Warranty.

An inspection or observation by Kool Coats:

- **is not supervision of the Primary Contractor's work;**
- **does not relieve the Installing Contractor of responsibility for its workmanship;**
- **does not constitute a representation that every portion of the roof has been examined;**
- **does not constitute certification that the roof complies with applicable building codes;**
- **does not constitute engineering, architectural, structural, or design approval; and**
- **does not constitute acceptance of concealed or undiscovered defects.**

Kool Coats may withhold issuance of this Warranty until identified deficiencies have been corrected to its reasonable satisfaction.

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Leak Claim Procedure:

The Authorized Building Representative must notify Kool Coats promptly after discovering a leak or other condition believed to be covered by this Warranty. Notice shall include, when reasonably available:

- **project name and Warranty Number;**
- **location of the reported leak;**
- **photographs or video;**
- **date the condition was first observed;**
- **weather conditions associated with the leak, if applicable; and**
- **information concerning any recent construction, storm event, equipment installation, penetration, repair, or other activity affecting the roof.**

The Authorized Building Representative shall provide Kool Coats and its representatives reasonable access to inspect the roof and interior areas associated with the reported leak.

Kool Coats may perform or arrange such inspection, moisture testing, adhesion testing, destructive testing, core sampling, or other investigation as Kool Coats reasonably determines necessary to identify the source and cause of the reported condition.

Kool Coats shall determine, based on its investigation and the terms of this Warranty, whether the reported condition constitutes a Covered Leak.

If the reported condition is determined not to be covered by this Warranty, Kool Coats shall have no obligation to perform or pay for corrective work.

Contractor Responsibilities:

During Warranty Years 1–3, the Primary Contractor handles qualifying repairs and remains responsible for the quality and workmanship of its installation.

Kool Coats' inspection, observation, approval, technical assistance, issuance of this Warranty, investigation of a claim, or subsequent performance of a covered repair does not constitute acceptance, assumption, certification, or warranty of the Primary Contractor's workmanship.

Nothing in this Warranty releases the Primary Contractor from any contractual obligation, workmanship warranty, statutory obligation, code requirement, or other responsibility owed to the Authorized

Owner Maintenance Responsibilities:

The Authorized Building Representative shall:

- **keep drains, scuppers, gutters, and drainage paths reasonably clear;**
- **avoid unnecessary damage to the roof surface;**
- **promptly repair damage caused by third parties;**
- **maintain rooftop equipment and penetrations;**
- **promptly address non-covered conditions that could affect the warranted system;**
- **notify Kool Coats of significant alterations affecting the Warranted Roof Area; and**
- **provide reasonable access for warranty inspection and repair.**

Damage resulting from modifications or repairs performed by others is not covered unless those modifications or repairs have been approved in writing by Kool Coats.

Failure to reasonably maintain the roof may void or limit coverage to the extent the failure contributes to the reported condition.

Warranty Exclusions:

Kool Coats does not warrant, guarantee, assume, or accept responsibility for the workmanship of the Primary Contractor or any other contractor, applicator, roofer, tradesperson, consultant, or third party.

Kool Coats likewise does not warrant the condition, design, suitability, integrity, or performance of the existing roof assembly, substrate, insulation, deck, structure, drainage system, or other building components.

This Warranty does not cover leaks, damage, deterioration, or failure resulting from:

- **improper workmanship or application;**
- **failure to follow Kool Coats specifications, details, application rates, preparation requirements, or written instructions;**
- **inadequate cleaning or surface preparation;**
- **improper treatment of seams, fasteners, penetrations, flashings, drains, curbs, transitions, terminations, or other roof details;**
- **inadequate adhesion caused by improper substrate preparation or conditions outside Kool Coats product requirements;**
- **defects, deterioration, movement, failure, or moisture conditions in the existing roof assembly, insulation, deck, substrate, structure, or components not manufactured or supplied by Kool Coats;**
- **movement, cracking, settlement, deflection, expansion, contraction, or structural failure of the building or roof;**
- **water entering from walls, windows, mechanical equipment, penetrations, plumbing, condensation, or other sources not caused by a Covered Leak;**
- **ponding or drainage conditions outside the requirements of the approved Kool Coats system;**
- **trapped moisture or wet insulation;**
- **damage caused by other trades or persons accessing the roof;**
- **installation of equipment, penetrations, solar systems, HVAC equipment, signs, antennas, or other modifications after issuance of this Warranty;**
- **use of incompatible or non-approved materials;**
- **fire, lightning, windstorm, hail, tornado, hurricane, flood, earthquake, or other casualty or force of nature beyond the conditions for which the system was designed;**
- **chemical contamination, oils, grease, solvents, acids, animal damage, vandalism, abuse, misuse, or physical damage;**
- **changes in building use or conditions affecting the roof system; or**
- **failure by the Authorized Building Representative to perform reasonable roof maintenance.**

No Modification:

No contractor, distributor, salesperson, inspector, independent representative, consultant, applicator, or other person has authority to modify, enlarge, extend, waive, or amend this Warranty.

Any modification must be in writing and signed by an authorized officer of Kool Coats.

Oral statements, sales representations, proposals, estimates, advertisements, technical assistance, contractor statements, inspections, or other communications do not modify this Warranty.

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Maximum Aggregate Warranty Obligation:

Kool Coats' total cumulative obligation, liability, expenditure, reimbursement, material supply, labor cost, and other participation under this Warranty for all Covered Leaks during the entire Warranty Term shall not exceed an amount equal to two and one-half (2.5) times the Warranty Fee actually paid to and received by Kool Coats for the Warranted Roof Area.

The Maximum Aggregate Warranty Obligation shall be stated on the applicable Warranty Certificate.

The Maximum Aggregate Warranty Obligation includes all amounts paid or costs incurred by Kool Coats in connection with covered claims, including:

- **labor;**
- **Kool Coats materials;**
- **third-party contractor charges;**
- **reimbursements;**
- **freight or delivery costs associated with covered repairs;**
- **equipment or access costs incurred specifically to perform covered repairs; and**
- **other reasonable direct costs incurred by Kool Coats in completing a covered repair.**

Each amount paid or cost incurred by Kool Coats in connection with a Covered Leak shall reduce the remaining Maximum Aggregate Warranty Obligation.

Only approved covered repair costs paid or incurred by Kool Coats during Warranty Years 4–12 reduce the Maximum Aggregate Warranty Obligation.

Once Kool Coats' cumulative expenditures under this Warranty equal the Maximum Aggregate Warranty Obligation, Kool Coats shall have fully satisfied all obligations under this Warranty, and no further repair, reimbursement, labor, materials, payment, or other performance shall be required.

The Maximum Aggregate Warranty Obligation applies collectively to all claims during the Warranty Term and is not a separate limit for each leak, occurrence, repair, year, roof section, or other event.

For purposes of calculating the Maximum Aggregate Warranty Obligation, the Warranty Fee shall include only the warranty charge paid to Kool Coats for issuance of this Warranty.

Inspection charges, travel charges, testing charges, taxes, administrative fees, permit fees, or other charges shall not be included in calculating the Maximum Aggregate Warranty Obligation unless expressly identified in writing by Kool Coats as part of the Warranty Fee.

This Warranty expires at the end of Warranty Year 12 and is not extendable or renewable. Coverage may end earlier if the Maximum Aggregate Warranty Obligation is exhausted.

Transferability:

This Warranty is issued to the Authorized Building Representative identified on the applicable Warranty Issuance Certificate.

The Warranty may be transferred only with Kool Coats' prior written approval and completion of any inspection, documentation, transfer fee, corrective work, or other requirements then in effect.

No transfer shall increase, extend, renew, or reset the Maximum Aggregate Warranty Obligation or the original Warranty Term.

Any amounts previously expended by Kool Coats under this Warranty shall continue to reduce the remaining Maximum Aggregate Warranty Obligation following a transfer.

Limitation of Liability:

Kool Coats' obligations under this Warranty are limited exclusively to the repair remedies described herein and are further limited by the Maximum Aggregate Warranty Obligation.

To the fullest extent permitted by applicable law, Kool Coats shall not be liable under this Warranty for consequential, incidental, indirect, exemplary, punitive, or special damages, including:

- **loss of use;**
- **loss of revenue or profits;**
- **business interruption;**
- **loss of inventory;**
- **loss of tenants;**
- **loss of rent;**
- **interior furnishings or contents;**
- **damage to machinery or equipment;**
- **mold remediation;**
- **loss of production; or**
- **other indirect or economic loss arising from a roof leak.**

Nothing in this Warranty shall exclude or limit any liability that applicable law prohibits Kool Coats from excluding or limiting.

Entire Limited Warranty:

This document, together with the applicable Warranty Issuance Certificate, constitutes the entire Kool Coats Limited Labor & Material Roof Coating Warranty for the project identified on the Warranty Certificate.

This Warranty supersedes any inconsistent oral or written representation concerning the warranty obligations assumed by Kool Coats for this project.

No inspection, investigation, technical assistance, communication, recommendation, provision of materials, participation in repairs, or remedial action undertaken by Kool Coats shall constitute an admission of liability, negligence, defect, fault, or responsibility beyond the obligations expressly stated in this Warranty.

The Practical Promise:

During Warranty Years 1–3, the Primary Contractor handles qualifying repairs. During Warranty Years 4–12, Kool Coats will provide, arrange, authorize, or reimburse approved repair labor and Kool Coats materials for a Covered Leak, subject to the remaining Maximum Aggregate Warranty Obligation and all other Warranty terms.

This Warranty provides a limited labor-and-material remedy for Covered Leaks resulting directly from covered manufacturing defects in Kool Coats products.

It does not warrant or assume responsibility for contractor workmanship, the existing roof assembly, substrate conditions, structural conditions, or other excluded causes.

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.

SAMPLE NOT ISSUED