

KOOL COATS SILICONE ROOF COATING WARRANTY NO DOLLAR LIMIT WARRANTY - NDL



Project Name: _____ Authorized Contractor: _____
Building Name: _____
Building Address: _____ Total Roof Area (Sq. Ft.): _____
City, State, ZIP: _____ Contractor License #: _____
Install Completion Date: _____ Kool Coats Warranty #: _____

PURPOSE AND SCOPE:

This Warranty governs the **Kool Coats Silicone No Dollar Limit Watertightness Warranty Program** ("NDL Program").

The NDL Program is a conditional, inspection-based eligibility program. No warranty coverage exists unless and until Kool Coats issues written Warranty Acceptance.

This Warranty is strictly limited to watertightness performance of the approved Kool Coats Roof System and does not constitute a roof replacement warranty, maintenance contract, design guarantee, engineering certification, or structural warranty.

"**NDL**" refers solely to unlimited cost responsibility for repair of Covered Leaks as defined herein and does not imply full roof system replacement coverage, complete restoration obligations, or overall roof system performance guarantees.

DEFINITIONS:

AUTHORIZED ROOFING CONTRACTOR

Means a roofing contractor approved by Kool Coats at the time of installation to install specified Kool Coats systems. Authorization may be conditioned upon training, compliance with specifications, project performance, and other requirements established by Kool Coats.

Kool Coats reserves the right to suspend or revoke contractor authorization status at any time.

COVERED LEAK

Means unintended water intrusion through the approved Kool Coats Roof System caused solely by failure of the coating system to maintain watertight integrity under normal weather conditions, excluding all exclusions in Section II.

ROOF SYSTEM

Means only Kool Coats-approved coating products and specified system components identified in project documentation and installation requirements.

SUBSTANTIAL COMPLETION

Means the date on which installation is materially completed and ready for intended use, as reasonably determined by Kool Coats based on project documentation, contractor notice, inspection status, or final invoicing records.

WARRANTY ACCEPTANCE

Means written confirmation issued by Kool Coats stating that all eligibility requirements have been satisfied and warranty coverage is activated.

No verbal statements, marketing materials, inspections, proposals, field communications, or other representations may create Warranty Acceptance.

CLAIM NOTICE

Means written notification from the Owner to Kool Coats of a suspected Covered Leak, including reasonable description, location, conditions observed, and date of discovery.

Claim Notice must be submitted within thirty (30) days of discovery, or sooner if reasonably necessary to prevent material escalation of damage.

OWNER

Means the property owner or authorized property representative at the time Warranty Acceptance is issued.

WARRANTY TERM:

If issued, this Warranty applies for: **Ten (10), Fifteen (15), or Twenty (20)** years from the date of Warranty Acceptance, as stated in the written Warranty Certificate.

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NO DOLLAR LIMIT (CLARIFIED):

"No Dollar Limit" means there is no aggregate monetary cap on Covered Leak repair costs under an active Warranty, but only within the defined scope of Covered Leaks. "NDL" does not include:

- full roof replacement unrelated to localized leak repair
- complete reroofing or system replacement
- structural, deck, insulation, or substrate repair
- design deficiencies or building envelope failures
- catastrophic events (storm, wind, hail, flood, fire, lightning, freeze, seismic, etc.)
- resulting damage from catastrophic events
- non-Kool Coats materials or systems
- interior property damage
- mold remediation
- business interruption or loss of use
- consequential, incidental, indirect, punitive, or economic damages

WARRANTY ELIGIBILITY AND OBLIGATION:

Warranty coverage does not exist unless written Warranty Acceptance is issued. Eligibility requires:

- installation per Kool Coats specifications
- successful inspection
- completion of required corrective work
- full payment of all invoices
- compliance with maintenance requirements
- execution of required documentation

Kool Coats may deny issuance in good faith based on noncompliance, unsafe conditions, incomplete requirements, deviations from specifications, or deviations from generally accepted roofing industry standards, unless otherwise agreed in writing.

Any voluntary involvement by Kool Coats during this period is strictly for evaluation, mitigation, accommodation, or goodwill purposes and shall not be construed as assumption of primary repair responsibility or conversion of this Warranty into a performance guarantee.

INITIAL 36-MONTH CONTRACTOR RESPONSIBILITY PERIOD:

For the first thirty-six (36) months following Substantial Completion:

- weathering characteristics
- uninterrupted building operations
- code compliance

If the contractor is unavailable or unable to perform repairs, Kool Coats may, at its discretion, perform or coordinate repairs at Owner expense unless otherwise agreed in writing.

Any voluntary involvement by Kool Coats during this period is strictly for evaluation, mitigation, accommodation, or goodwill purposes and shall not be construed as assumption of primary repair responsibility or conversion of this Warranty into a performance guarantee.

WARRANTY COVERAGE:

If activated, Kool Coats will be responsible only for repair of Covered Leaks. Coverage is strictly limited to restoration of watertight integrity of the Roof System. This warranty does not guarantee:

- roof lifespan or service life expectancy
- aesthetic appearance
- weathering characteristics
- uninterrupted building operations
- code compliance
- energy performance or savings
- future substrate condition
- compatibility with non-Kool Coats systems

No other damages, services, or performance expectations are covered.

OWNER MAINTENANCE OBLIGATION:

Owner shall:

- maintain Roof System in commercially reasonable condition
- keep drainage systems clear
- prevent conditions causing damage
- avoid unauthorized modifications
- allow reasonable inspection access
- promptly address known conditions that could worsen roof performance

Failure to maintain may void coverage to the extent it contributes to the claimed condition.

CLAIM PROCESS AND NOTICE REQUIREMENTS:

1. Owner must submit Claim Notice within the required timeframe.
2. Kool Coats must be given reasonable opportunity to inspect the condition.
3. Owner must take commercially reasonable steps to mitigate damage.
4. No permanent repairs may be performed without Kool Coats written authorization unless emergency mitigation is reasonably necessary.

Emergency mitigation does not guarantee coverage.

Failure to comply with claim procedures suspends or limits coverage only to the extent Kool Coats is materially prejudiced. Owner bears the burden of proving the condition qualifies as a Covered Leak.

Failure to provide reasonable access suspends claim evaluation without breach or default by Kool Coats.

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COVERED REPAIRS (IF ACTIVE):

If Kool Coats determines a Covered Leak exists, Kool Coats may, at its sole reasonable discretion:

- **repair localized areas**
- **restore watertight integrity**
- **recoat affected sections**
- **replace limited system sections**
- **implement other commercially reasonable remedial measures**

Kool Coats retains the sole right to determine whether repair, recoating, localized replacement, or other remedial measures are commercially reasonable to address a Covered Leak.

All repair methods shall be determined using commercially reasonable roofing industry practices consistent with commercial silicone restoration systems.

Repairs do not restart or extend the Warranty term unless expressly stated in writing.

EXCLUSIONS:

This Warranty does not cover:

- **structural movement, settlement, deflection, or substrate failure**
- **drainage design deficiencies**
- **ponding unrelated to coating failure**
- **storm, hail, wind, tornado, hurricane, flood, fire, lightning, freeze, seismic activity, or catastrophic events**
- **acts of God**
- **vandalism, abuse, negligence, or misuse**
- **unauthorized modifications or penetrations**
- **third-party damage**
- **chemical exposure or contamination**
- **condensation or vapor conditions**
- **failure of non-Kool Coats systems**
- **latent structural defects**
- **interior damage or contents loss**
- **mold, mildew, or contamination**
- **business interruption or economic loss**

Where multiple potential contributing causes exist after Substantial Completion, Kool Coats may reasonably determine whether the claimed condition was caused by intervening conditions, excluded causes, non-covered events, or factors unrelated to the Kool Coats Roof System unless credible evidence demonstrates otherwise

INSPECTION RIGHTS:

Kool Coats may inspect at any time before Warranty Acceptance or during claim evaluation. Inspections do not constitute:

- **engineering or architectural services**
- **code compliance certification**
- **design approval**
- **project supervision**
- **quality assurance certification**

Kool Coats has no duty to detect latent or hidden defects.

Owner must provide reasonable access; failure suspends claim processing.

LIMITATION OF LIABILITY:

To the maximum extent permitted by law:

- **engineering or architectural services**
- **code compliance certification**
- **design approval**
- **project supervision**
- **quality assurance certification**

Remedies are limited exclusively to Covered Leak repair obligations expressly stated in this Warranty.

ARBITRATION AND GOVERNING LAW:

This Warranty shall be governed by the laws of the State of Texas without regard to conflict-of-law principles.

All disputes, claims, or controversies arising from or relating to this Warranty shall be resolved exclusively by binding arbitration in Dallas County, Texas under the Commercial Arbitration Rules of the American Arbitration Association ("AAA").

Claims must be filed within two (2) years of discovery of the alleged condition.

The parties waive all rights to jury trial, class actions, consolidated proceedings, and representative actions.

The arbitrator may award only remedies expressly consistent with the terms and limitations of this Warranty.

TRANSFERABILITY:

Transfer is only permitted if:

- **written notice is provided within sixty (60) days of ownership transfer**
- **inspection requirements are satisfied if requested**
- **applicable transfer fees are paid**
- **re-qualification requirements are completed if requested by Kool Coats**

Failure to satisfy transfer requirements may void transfer eligibility.

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GOOD FAITH STANDARD:

All determinations made by Kool Coats under this Warranty shall be made in good faith and shall not be arbitrary, capricious, or inconsistent with generally accepted roofing industry standards applicable to commercial silicone restoration systems.

SEVERABILITY:

If any provision of this Warranty is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

NO IMPLIED WARRANTIES:

To the maximum extent permitted by applicable law, all implied warranties, including implied warranties of merchantability and fitness for a particular purpose, are expressly disclaimed.

NO WAIVER:

No failure or delay in enforcement shall constitute waiver of any provision or right.

No field service activity, inspection, communication, recommendation, accommodation, or course of conduct shall modify this Warranty unless expressly agreed in writing by an authorized representative of Kool Coats.

ENTIRE AGREEMENT:

This Warranty constitutes the complete and exclusive agreement regarding warranty obligations and supersedes all prior or contemporaneous representations, communications, proposals, or understandings relating to warranty coverage.

EFFECTIVE COVERAGE CONDITION:

Coverage exists only if:

- **Warranty Acceptance is issued in writing**
- **eligibility requirements are satisfied**
- **all required payments are complete**

Absent written Warranty Acceptance, no warranty coverage exists.

This document is provided for internal review and business drafting purposes only and does not constitute legal advice. Final warranty language should be reviewed, revised, and approved by qualified legal counsel prior to use or issuance.

Building Owner:

By: _____
Authorized Signature

Date: _____

Authorized Roofing Contractor:

By: _____
Authorized Signature

Date: _____

Kool Coats Corp. (Manufacturer):

By: _____
Authorized Signature

Date: _____

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This Coverage Guide is incorporated into and made part of the Kool Coats Silicone Roof Coating No Dollar Limit Warranty.

Single Ply Membranes

WARRANTY LENGTH	GALLONS/SQUARE	DRY MILS THICKNESS	WET MILS THICKNESS	SQ. FT. PER 5 GALLONS
10 YEAR	1.5 GAL/SQ	24 DFT	25 WFT	333
15 YEAR	2.0 GAL/SQ	31 DFT	33 WFT	250
20 YEAR	2.5 GAL/SQ	39 DFT	41 WFT	200

Metal Roofs

WARRANTY LENGTH	GALLONS/SQUARE	DRY MILS THICKNESS	WET MILS THICKNESS	SQ. FT. PER 5 GALLONS
10 YEAR	1.5 GAL/SQ	24 DFT	25 WFT	333
15 YEAR	2.0 GAL/SQ	31 DFT	33 WFT	250
20 YEAR	2.5 GAL/SQ	39 DFT	41 WFT	200

Smooth Mod-Bit or Built-Up

WARRANTY LENGTH	GALLONS/SQUARE	DRY MILS THICKNESS	WET MILS THICKNESS	SQ. FT. PER 5 GALLONS
10 YEAR	1.5 GAL/SQ	24 DFT	25 WFT	333
15 YEAR	2.0 GAL/SQ	31 DFT	33 WFT	250
20 YEAR	2.5 GAL/SQ	39 DFT	41 WFT	200

Roof Foam

WARRANTY LENGTH	GALLONS/SQUARE	DRY MILS THICKNESS	WET MILS THICKNESS	SQ. FT. PER 5 GALLONS
10 YEAR	1.5 GAL/SQ	24 DFT	25 WFT	333
15 YEAR	2.0 GAL/SQ	31 DFT	33 WFT	250
20 YEAR	2.5 GAL/SQ	39 DFT	41 WFT	200

Granulated Mod-Bit

WARRANTY LENGTH	GALLONS/SQUARE	DRY MILS THICKNESS	WET MILS THICKNESS	SQ. FT. PER 5 GALLONS
10 YEAR	2.0 GAL/SQ	31 DFT	33 WFT	250
15 YEAR	2.5 GAL/SQ	39 DFT	41 WFT	200
20 YEAR	3.0 GAL/SQ	47 DFT	49 WFT	167

These figures are minimum recommendations. Dry mil thickness varies greatly depending on wind conditions, application methods, material waste, roof variations, and other factors. There is no guarantee that these minimum recommendations will achieve required mil thickness. These figures should be used only as guidelines. Granulated Mod Bit requires more material due to surface texture. Always confirm substrate condition and primer requirements in field.

DFT - Dry Film Thickness - Dry mil thickness required to obtain specified warranty term over specified substrate.

WFT - Wet Film Thickness - Wet mil thickness required to obtain specified warranty term over specified substrate.

Gallons/Square - Minimum number of gallons recommended to properly coat 100 square feet at specified warranty term, over specified substrate.

Square Feet/5 Gallon Bucket - Number of square feet you can typically coat at specified warranty term, over specified substrate, with a 5 gallon bucket