



20 Year Standard Warranty

Warranty Serial No.: SAMPLE

SIKACOAT ROOF COATING WARRANTY

Building Owner: SAMPLE
Building Name: SAMPLE
Building Address: SAMPLE
Applicator: SAMPLE
Date of Substantial Completion: SAMPLE
Building/Area Name: SAMPLE
Used As: SAMPLE

Date of Inspection: SAMPLE

Telephone: SAMPLE
By: SAMPLE

Area Warranted: SAMPLE sq. ft.

Sika Corporation ("Sika"), warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations, including the limitations set forth in section 10 below, stated herein, during the Warranty Period (as hereinafter defined), Sika Corporation will repair roof leaks originating from the Sikacoat roof coating (the "Roof Coating") or Sikacoat roof coating accessories (the "Accessories") installed according to Sika Corporation's Technical Instructions by a Sika Corporation authorized roofing applicator (the "Applicator"). For purposes of this Warranty, the "Warranty Period" shall be for a period of twenty (20) years commencing with the date of substantial completion of the installation of the Roof Coating (the "Warranty Commencement Date"), subject to satisfaction of the following conditions: during a period not more than ninety (90) days and not less than thirty (30) days before the tenth (10th) anniversary of the Warranty Commencement Date, (i) Owner shall provide written notice to Sika of its desire to continue the Warranty for the full 20-year Warranty Period, (ii) an inspection of the Roof Coating and Accessories is performed by a Sika representative, (iii) any and all necessary maintenance or repairs to the Roof Coating and Accessories identified during such inspection must be completed at Owner's expense by a Sika authorized Applicator, and (iv) a Sika authorized Applicator shall apply a re-coat of a Sika-approved roof coating at a rate of three (3) gallons per square at Owner's expense. If the Owner fails to satisfy all of the foregoing conditions, the Warranty Period shall be reduced to ten (10) years and the Warranty shall expire and be of no force or effect upon the tenth (10th) anniversary of the Warranty Commencement Date.

TERMS, CONDITIONS, LIMITATIONS

- Owner shall notify Sika Corporation on the first business day immediately following the discovery of each leak in the Roof Coating and confirm in writing within one week.
- If on Sika Corporation's inspection, Sika Corporation determines that the leak is caused by a defect in the Roof Coating or Accessory provided by Sika Corporation to the Applicator for this building or from a defect in the Sika Corporation Authorized Applicator's workmanship applied to that Roof Coating, except as provided in the following paragraph three (3), Owner's remedies and Sika Corporation's liability shall be limited to Sika Corporation's repair of the Sikacoat Roof Coating or Accessory. Sika Corporation's cumulative liability throughout the duration of this Warranty shall not exceed the original installed cost of the Sikacoat Roof Coating System.
- This Warranty does not apply and may be null and void if any of the following occur:
 - The Roof Coating or Accessory is damaged by a natural disaster including, but not limited to, fire, floods, earthquake, lightning, hail, wind, hurricane, tornado, as defined by The National Weather Service, or other acts of God, or:
 - The Roof Coating or Accessory is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, damage caused by third parties or foreign objects or agents including plant or animal life, civil disobedience, or act of war, or:
 - The Roof Coating or Accessory is damaged by excessive structural movement or faulty construction or design, or:
 - Water or moisture enters the building through walls, copings, or any part of the building structure, or:
 - Failure of the substrate to which the Roof Coating or Accessory is applied, or:
 - Loss of coating adhesion or any damage to areas that pond water for 72 hours after a rain event, or:
 - A deficient pre-existing condition or equipment is causing water entry, or:
 - Metal work or other accessories or equipment is used in the roofing and causes leaks, or:
 - There are any alterations or repairs made on or through the completed Roof Coating System, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed Roof Coating System without first obtaining written authorization from Sika Corporation, or:
 - Failure by the Owner or his lessee to use reasonable care in maintaining the Roof Coating System as described in the Maintenance Guide provided with this Warranty, including that of sealants and caulking, or:
 - Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from Roof Coating damage by wind blown objects, or:
 - Condensation accumulates in the roof assembly due to incorrect design or due to a reduction in the vapor barrier effectiveness, or:
 - A significant change in the use of the building by the Owner or his lessee expected by Sika Corporation to effect the Roof Coating as originally installed, or:
 - The Roof Coating is damaged by contaminants and/or spills, or:
 - Deficient design applied to the Roof Coating such as coating contact with incompatible materials and/or substrates, or:
 - The Owner fails to comply with every term and condition stated herein.
- During the Warranty Period of this Warranty, Sika Corporation, its agents and employees, shall have free access to the roof during regular business hours.
- Should the Roof Coating be concealed, the cost of exposure of the Roof Coating for purposes of Sika Corporation's investigation and/or repair, such as removal and replacement of any paving, overburden, rooftop equipment or other rooftop elements shall be the Owner's responsibility.
- Sika Corporation shall have no obligation under this Warranty until all invoices for materials, installation, and services provided by Sika Corporation and the Sika Corporation Authorized Applicator have been paid for in full.
- Sika Corporation's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
- This warranty may be transferred to a subsequent Owner of the Building if approved in advance and in writing by Sika Corporation and the cost to process the transfer and to inspect and repair the Roof Coating, if necessary, shall be the Owner's responsibility.
- The Owner and Sika Corporation hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Warranty, or the alleged breach thereof, or to any contracts between the Owner and Sika Corporation, or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the Sikacoat Roof Coating System, shall first be submitted to non-binding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the American Arbitration Association. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules. Any such mediation and/or arbitration shall take place in Boston, Massachusetts. This Warranty, and any claims, disputes or suits between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.
- THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND SIKA CORPORATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING THE PRESENCE OF MOLDS, FUNGI, BACTERIA, SPORES, MYCOTOXINS OR THE LIKE OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGE TO THE BUILDING ON WHICH THE COMPONENTS OF THE ROOF COATING SYSTEM ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE BUILDING OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS.**

NO REPRESENTATIVE OF SIKA CORPORATION HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

This Warranty Is Effective From: SAMPLE through: SAMPLE

SAMPLE
Authorized Signature(1):

SAMPLE
Date:

SAMPLE
Authorized Signature(2):

SAMPLE
Date: