

**ADVANCED COATING SYSTEMS, INC.
LIMITED 10-YEAR MATERIAL WARRANTY**

Advanced Coating Systems, Inc. has sold one or more products to a Certified Applicator (herein after (“Certified Applicator”)) that has been manufactured as part of Advanced Coating Systems, Inc.’s roof coating systems that are designed to offer maximum solar reflectance and long term water-proofing on virtually every type of roof substrate (the “Energy Seal Coatings”). The Certified Applicator listed below shall furnish a copy of this limited 10-year material warranty to the building owner named below for all Energy Seal Coatings that shall be used on the building, the address of which is also shown below (hereinafter the “Building Owner”). This limited 10-year material warranty shall belong to Building Owner (the “LIMITED WARRANTY”). The LIMITED WARRANTY shall be ten (10) years from the date affixed below (the “Warranty Period”).

LIMITED WARRANTY:

Advanced Coating Systems, Inc. warrants to Building Owner that the Energy Seal Coatings will be free of any manufacturer’s defect. Any Energy Seal Coatings purchased in connection with the issuance of this warranty that results in more than normal and expected peeling, blistering, chalking or loss of adhesion that is caused by a manufacturer’s defect shall be covered by LIMITED WARRANTY subject to the additional limitations below.

WRITTEN SPECIFICATIONS MUST BE FOLLOWED:

Advanced Coating Systems, Inc. maintains written specifications for all Energy Seal Coatings. All applications and repairs of Energy Seal Coatings must be performed strictly in accordance with written specifications supplied by Advanced Coating Systems, Inc. (The “Written Specifications”). Certified Applicator and/or Building Owner shall be responsible for obtaining the written specifications for each of the respective Energy Seal Coatings.

Prior to any application of the Energy Seal Coatings the Building Owner, together with the Certified Applicator and a representative of ACS must observe and approve the application of Energy Seal Coatings to a limited portion of the surface to be coated (the “Approved Procedure”). Failure by Certified Applicator and/or Building Owner to follow the Approved Procedure shall void this LIMITED WARRANTY.

It is the responsibility of the Certified Applicator and/or Building Owner to strictly follow the Approved Procedure in connection with the Written Specifications. If Building Owner causes or allows the Energy Seal Coatings to be damaged at any time during the Warranty Period this LIMITED WARRANTY shall be void. However, if Building Owner gives notice of the damage to Advanced Coating Systems, Inc. and after notice is acknowledged by Advanced Coating Systems, Inc., Building Owner then follows the recommended repair procedures in accordance with Written Specifications, this LIMITED WARRANTY will be reinstated for the remainder of the Warranty Period.

Building Owner is responsible for performing Energy Seal Coatings written bi-annual roof inspections and annual maintenance care in maintaining the roof and building. Failure to performing the bi-annual inspections and annual maintenance care in maintaining the roof and building shall void this LIMITED WARRANTY.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED. THERE IS NO WARRANTY OF

MERCHANTABILITY IN ANY RESPECT OTHER THAN AS EXPRESSLY SET FORTH ABOVE AND NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

PROCEDURE FOR SUBMITTING CLAIMS:

All claims under the LIMITED WARRANTY must be submitted during the Warranty Period within 30 days after the claimed breach is or should have been discovered. Claims must be made in writing to Advanced Coating Systems, Inc. at the address set forth below, and inquires as to warranty claims and service may be made by calling the following toll free number: 1 (800) 587-3758. Representatives of Advanced Coatings Systems, Inc. must have an opportunity to inspect any defects in the Energy Seal Coatings prior to its repair or replacement. The Warranty Period will not be extended by reason of any repair or replacement.

THIS LIMITED WARRANTY DOES NOT COVER:

Excluded from coverage under this LIMITED WARRANTY are water intrusion, peeling, blistering, chalking, fading and loss of adhesion, resulting, directly or indirectly, from causes other than defects in the Energy Seal Coatings, or from causes beyond the control of Advanced Coating Systems, Inc., such as, but not limited to: excessive heat or moisture, hail, floods, hurricanes, windstorms and other Acts of God, improper cleaning or maintenance, mechanical or electrical damage, abrasion, collision, environmental pollution, plant or animal damage, condensation or other moisture under or from within the building or ponding water on the roof surface, settling or movement of the building, job field conditions, improper job preparation, delamination of existing materials, structural defects or damage, seepage or leakage through uncoated areas of the building, any application of the coating to areas so located as to make effective application difficult or impossible, or any failure to strictly follow the procedures and specification provided by Advanced Coating Systems, Inc. This LIMITED WARRANTY extends only to Building Owner and may not be transferred to any other person without Advanced Coating Systems, Inc. prior written consent.

This LIMITED WARRANTY does not extend to the workmanship or conduct of any Certified Applicator, and Advanced Coating Systems, Inc. will not be responsible for correcting failures caused by faulty workmanship of Certified Applicator and/or Building Owner. There are no warranties which extend beyond the description on the face hereof.

This LIMITED WARRANTY does not extend to a roof that has ponding water. As per industry standard "Ponding water is water on a roof form more than 48 hrs. after a rain". Evidence of ponding water on the roof after Energy Seal Coatings has been applied will void this warranty.

EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, ADVANCED COATING SYSTEMS, INC. MAKES NO WARRANTIES WITH RESPECT TO ENERGY SEAL COATINGS, OR OTHERWISE. Nothing in this LIMITED WARRANTY shall be deemed to extend or limit the duration provided by law of any implied warranty of merchantability or any other implied warranty.

ADVANCED COATING SYSTEMS, INC. WILL BE LIABLE FOR:

If a breach of this LIMITED WARRANTY occurs during the Warranty Period, Advanced Coating Systems, Inc. will at its sole option, either provide free of charge all Energy Seal Coatings materials or refund the portion of the purchase price attributable to such defective Energy Seal Coatings. The foregoing shall be Advanced Coating Systems, Inc.' sole liability and Building Owner's sole and exclusive remedy with respect to or arising out of Energy Seal Coatings, or any defect, deterioration or failure of Energy Seal Coatings. ADVANCED COATING SYSTEMS, INC. SHALL NOT BE LIABLE, WHETHER IN EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY DAMAGES TO ANY PART OF THE BUILDING, OR ANY OTHER

DAMAGES, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you, and you may also have other rights which vary from State to State.

CHOICE OF LAW AND CONSENT TO JURISDICTION:

The parties agree that in the event of a dispute which arises from or relates to this LIMITED WARRANTY in any way, the law of the State of Georgia will govern any and all legal issues involved in such dispute. Further, any legal action between the parties arising from or relating to this LIMITED WARRANTY must be filed, and Building Owner consents to the jurisdiction of, the State or Superior Courts of Cherokee County, or the United States District Court for the Northern District of Georgia.

Submit Claims To: Advanced Coating Systems, Inc., 2230 Towne Lake Pkwy. Bldg.1000, Ste.150, Woodstock, GA 30189, Attn: Technical Director

Warranty Date: _____ Total size of roof coated: _____

A copy of the PPG sales receipt must accompany this warranty request form.

Building Name and Address: _____ _____ _____	Building Owner: _____ _____ _____
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CERTIFIED TO THE TOP OF THE ROOF BY THE ACS REPRESENTATIVE

Name: _____ Name: _____

Address: _____ Address: _____

ADVANCED COATING SYSTEMS, INC.

By: _____
Warranty Officer
Agent for Advanced Coating Systems, Inc