



40-YEAR NDL LEAK-FREE WARRANTY

COMPLETION DATE: _____

ISSUE DATE: _____

WARRANTY: Subject to warranty registration, payment in-full and installation in accordance with current printed installation specifications, Liquiform Technologies Inc., (WEATHERWELD) warranties to the original purchaser that the WEATHERWELD Seamless Reinforced Roof System (System) will be able to withstand ordinary wear of the natural elements in a leak-free condition for the period of forty (40) years, except for the exclusions, limitations and exceptions set forth in this Warranty. Upon proper notice, WEATHERWELD will diagnose and make repairs to the WEATHERWELD System at WEATHERWELD expense under the terms of this Warranty, as required to stop reported roof leakage found to be caused by defects in the WEATHERWELD System.

UNAPPROVED ALTERATIONS OR ADDITIONS: No contractor, distributor, consultant or any other person has authority to assume responsibility, liability or changes to WEATHERWELD specifications and/or agreements. WEATHERWELD shall not be responsible or liable for any change and/or amendment to the specifications and/or Warranty in regard to the project referenced herein, unless said change or amendment is approved in writing by WEATHERWELD.

EXCLUSIONS/RESPONSIBILITIES: The WEATHERWELD Seamless Reinforced Roof System is designed to keep areas to which the WEATHERWELD System materials are applied in a leak-free condition. The System is not intended to take the place of any other building element such as, but not limited to, the underlying roof deck, roof insulation, vapor retarder, drains, expansion joints, flashings, vents, skylights, roof-mounted equipment, reflective coatings, or any areas not covered with WEATHERWELD System materials. This warranty shall not be applicable if, in the sole judgment of WEATHERWELD, any of the following occurrences shall be the cause of the reported claim of WEATHERWELD System roof leakage:

- a) Natural disasters, earthquakes, lightning, hurricane force winds, hail, flood, environmental fallout, acts of vandalism or war.
- b) Acts of negligence, misuse, accidents, falling objects, damage from roof top traffic or storage on the roof.
- c) Damage caused by failure to conduct, or to have conducted, periodic maintenance inspections and roof clean-up as outlined in the NRCA or RIEI maintenance manuals for Owners. Reflective surface coatings are not required to be re-coated under this Warranty.
- d) Changes, alterations or repairs made to the System and not authorized by WEATHERWELD shall cause the area affected by the work to be excluded until authorized repairs meeting WEATHERWELD standards are completed.
- e) Changes in aesthetics, visual appearance or reflective coatings. Maintenance of coatings is not a part of, nor required, under this Warranty.
- f) With the exception of natural rain water, accumulation of foreign materials or chemicals of any type including animal, plant, human, manufacturing or atmospheric.
- g) Malfunction or breakdown of the base roofing structure.
- h) Obstructed or inadequate roof drainage.
- i) Waterproof defects in adjoining areas, walls, windows, roof-mounted equipment, ducts or other penetrations in the System extending above the flashings height of the WEATHERWELD System.

Both the examination and inspection of the WEATHERWELD System installation, plans and/or specifications by a WEATHERWELD employee, designated representative or Contractor, before or after the completion of the installation of the WEATHERWELD System, shall not constitute approval or waiver of the exclusions and conditions set forth in this Warranty, without written notice of such approval or waiver. No waiver by WEATHERWELD of any limitation, term or condition of this Warranty made as part of a warranty claim, shall operate as a waiver of any other limitation, term or condition applicable to this Warranty, on any other future claim, whether of similar or different nature. Owner agrees to provide, at Owner's expense, access to any areas requested in writing by WEATHERWELD and deemed to be relevant to the diagnosis and/or repair of the reported leak. Areas include, but are not limited to, building interior, exterior, adjoining areas and areas under roof-mounted equipment or other overburden.

NOTICE OF CLAIM: In the event leakage is discovered, the Owner shall notify WEATHERWELD within ten (10) days of the discovery via receipt-acknowledged email, writing or fax at the contact's location listed below. Any claim to which notification is not made in a timely manner, without excuse, or to which access to the roof to diagnose the cause of the leakage is not provided, shall be deemed waived. Notification shall contain information of the location and severity of the leakage, access to the leak area and the personnel to contact. Notice to the Contractor, distributor or any other person does not substitute for notice to WEATHERWELD. Address written correspondence to Liquiform Technologies Inc., 9757 7th St. #803, Rancho Cucamonga, CA 91730. Phone (888) 440-3224

SERVICE: Upon proper notification, WEATHERWELD shall schedule a diagnosis inspection of the leakage, prepare a written report of findings and commence repair of the defects that are WEATHERWELD's responsibility under this Warranty in a timely manner, weather and schedules permitting. Should the cause of the leakage be able to be corrected during the initial service call, the Owner agrees that WEATHERWELD is hereby granted permission to make such corrections, provided there is no cost to the Owner. Should leakage documented by WEATHERWELD be caused from items that are the upkeep responsibility of the Owner under this Warranty, the Owner agrees to have repairs made to such items in a timely manner, and before requesting any additional service work made by WEATHERWELD on the leakage claim. Should WEATHERWELD repeat the process without stopping the WEATHERWELD responsible leakage, WEATHERWELD shall retain a knowledgeable outside consultant at WEATHERWELD expense to help locate the source of the leakage. WEATHERWELD and the Owner agree to complete the respective repairs made in the Consultant's report. The Owner agrees that WEATHERWELD shall have exclusive control over the diagnosis and repair to any WEATHERWELD System component found to be WEATHERWELD responsibility under this Warranty.

LIMITATIONS OF LIABILITY: This Warranty is expressly in lieu of any other guarantees and/or warranties, expressed or implied, including any implied warranty of merchantability, or fitness for a particular purpose, and any other obligation or liability on the part of WEATHERWELD whether the claim against WEATHERWELD is based upon strict liability, negligence, breach of warranty, or any other theory or cause of action. This limited Warranty contains all of the provisions of your remedies from WEATHERWELD. In no event shall WEATHERWELD be liable for consequential or incidental damages of any kind, including damages to the building or its contents. This Warranty does not cover the cost of removal and/or replacement of any other building component, roof-mounted equipment, overburden or item excluded from Warranty coverage listed above. WEATHERWELD shall be discharged of all further obligations upon the occurrence of any of the following: (a) expiration of this warranty without written renewal or transfer, (b) damage to the System from causes listed in "EXCLUSIONS/RESPONSIBILITIES" or (c) failure to comply with any other sections of this Warranty. Unresolved Warranty claims shall be settled by binding arbitration in the State of California (as exclusive venue), administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

REGISTRATION

PROJECT NAME: _____

SPECIFICATION: _____

AREA DESCRIPTION: _____

AREA EXCLUDED: _____

DECK TYPE: _____

BUILDING USE: _____

ARCHITECT: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

CONTRACTOR: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

SIGNATURE: _____ DATE: _____

OWNER: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

SIGNATURE: _____ DATE: _____

LIQUIFORM TECHNOLOGIES INC (WEATHERWELD)

ADDRESS: 9757 7th Street #803, Rancho Cucamonga CA 91730

PHONE: (888) 440-3224 EMAIL: tech@weatherweld.com

SIGNATURE: _____ DATE: _____

S
A
M
P
L
E