



Standard Material Warranty

MIRACOTE PRODUCT AND/OR SYSTEM

The following constitutes a warranty by Crossfield Products Corp. (hereafter "Manufacturer") covering certain installed materials provided by Manufacturer at PROJECT LOCATION owned by OWNER (hereafter "Owner"). Manufacturer will furnish materials at no charge to repair or replace, at his option, materials proven to have manufacturing defects.

Crossfield Products Corp. warrants to the above owner that its products are free from manufacturing defect. Crossfield does not warrant or guarantee the workmanship performed by any person or firm installing its products. Crossfield's obligation under this warranty is limited solely to the original named owner and solely to the remedy of replacement in kind of any Crossfield product sold which may prove defective in manufacture within five years from date of installation, provided said product was stored correctly and installed within the product's shelf life, and which Crossfield examination shall disclose to Crossfield's satisfaction to be thus defective.

In no event shall Crossfield Products Corp. be liable for any incidental or consequential damages. This warranty is expressly given in lieu of all other warranties expressed or implied, including the warranties of merchantability and fitness for use and all other obligations or liabilities on Crossfield's part, and we neither assume nor authorize any person or persons to assume for us any other liability in connection with the sale of a Crossfield Product. This warranty shall not apply to any of Crossfield's Products, which have been subject to adulteration, alteration, abuse or misuse. Crossfield Products Corp. makes no warranty whatsoever in respect to accessories, parts or materials not supplied by Crossfield Products Corp., which are used in connection with its products. Any action to enforce any warranty or for breach of contract or arising out of any claim against Crossfield Products Corp. shall be commenced and maintained only in a court of competent jurisdiction in the Continental United States of America. The owner accepts these terms and conditions, and hereby expressly waives any claim to additional damages.

The term of this warranty is Five (5) Years from date of completion of installation, such date being noted below. As an option, to be exercised at the discretion of the owner and upon expiration of the initial term of the warranty, the owner may request to extend this warranty for an additional five (5) year period. To affect a warranty extension, Owner must notify Crossfield Products Corp. in writing within 30 days of the date of expiration of this warranty of Owners intent to extend for an additional term. Any extension of this warranty is expressly subject to (1) the complete and unrestricted inspection by Crossfield Products of the existing condition of the Miracote system installation on the premises as covered and named on this warranty, and (2) following such inspection and at the Owner's cost, the completion of any and all repairs that are deemed necessary by Crossfield Products, in its sole discretion, to return the installed Miracote system back to a like-new condition.

This warranty shall be void unless Owner shall notify the Manufacturer of the need for repair within ten (10) days of the date the need for repair was discovered or should have been reasonably discovered, but without exception no later than the expiration date of this warranty. Any repair work required hereunder shall be commenced within a reasonable period of time after receipt of said notice from Owner and only upon the inspection of the Miracote system by Miracote representatives, subject to delays by strikes, inclement weather, acts of God, or other causes beyond the reasonable control of Manufacturer.

This warranty does not extend to, and Manufacturer/Installer shall not be responsible for, damage to installation caused by abnormal use, ordinary wear and tear, fire damage, inadequate or faulty structural design, structural defects or collapse, damage caused by entry of water under the installation; such as water having entered by leakage other than through the installation. Also specifically excluded from coverage are the following events that may cause damage to the installation:

- a) Damage, caused directly or indirectly, related to environmental weather events such as, but not limited to, earthquakes, tornados, hurricanes, floods, lightning strikes, hail or other severe acts of nature.
- b) Settlement, cracking, warping, expansion, contraction, deflection, or other movement of the surface to which the product is applied or any other part of the building greater than 1/32" at its widest point; or,
- c) Infiltration or condensation of moisture in, through or around the walls, copings, building structure or underlying or surrounding materials.
- d) Mechanisms related to snow or ice removal, improper cleaning procedures, falling objects, abuse by a third party whether due to human activity, animal life or plant matter.
- e) Any encroachment of the coating installation either through alterations, repairs or due to the erection of any type of structure at a time after the issuance of this warranty.

Other specific exclusions from the scope of this warranty shall include as follows:

- a) The effects of normal weathering and atmospheric elements that may impact the coating with respect to appearance, texture, profile or color of the surface due to exposure conditions.



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- b) Surface stains, discoloration, and other changes in appearance that may be caused by environmental conditions including, but not limited to, atmospheric pollutants, dirt, debris, vehicular tires, graffiti, and other types of biological matter.
- c) Underlying defects, bruises, blisters, and any other deficiencies that may be present in the existing substrate to which Miracote products and systems have been applied.
- d) Items not part of the Miracote coating system are not included within the protection unless provided by Crossfield. Examples of these items include, but are not limited to: roof insulation, underlying roof deck, vapor barrier, metalwork, drains, expansion joints, construction joints, joint sealants, skylights, vents, flashing or any other material not supplied by Crossfield.
- e) Failure of the owner to maintain the installation as per manufacturers published care and maintenance instructions.
- f) Underlying defects, bruises, blisters, and any other deficiencies that may be present in the existing substrate to which Miracote products and systems have been applied.
- g) Items not part of the Miracote coating system are not included within the protection unless provided by Crossfield. Examples of these items include, but are not limited to: roof insulation, underlying roof deck, vapor barrier, metalwork, drains, expansion joints, construction joints, joint sealants, skylights, vents, flashing or any other material not supplied by Crossfield.

Manufacturer's responsibilities and obligations under this warranty shall be effective only in the event that full payment has been received for the original installation in accordance with the terms of the installation contract. Nothing herein shall be deemed to obligate Manufacturer to cure any breach by Installer.

This warranty is a personal covenant to the Owner and is not transferable or assignable without the consent of Manufacturer.

Any dispute arising out of this warranty shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The construction and performance of this agreement shall be governed by the laws of California.

Date Installation was completed: Project Completion Date

Description of Installation: Miracote Waterproofing Product and/or System

Approximate Square Footage: xxxxxxxx

Owner's mailing address: xxxxxxxxx

Crossfield Products Corp.

By: *George Reedy* Date: xxxxxxxxxx

George Reedy – National Sales Director
Miracote Division of Crossfield Products Corp.
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