

## MIRACOTE PRODUCT/SYSTEM

The following constitutes a warranty by **Crossfield Products Corp.** (hereafter "Manufacturer") covering the installation of certain materials provided by Manufacturer and installed by **Contractor** (hereafter "Installer") for **Project Location and/or Project Name** owned by **Property 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 the term of warranty from date of installation, provided said product was stored correctly and installed within the product's shelf life, and which upon the completion of Crossfield examination shall disclose to Crossfield's satisfaction to be thus defective.

The term of this warranty is (X) Years from date of completion of installation, such date being noted below.

This warranty shall be void unless Owner notifies the Manufacturer in writing of the need for repair within thirty (30) 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. Upon notification of the need for repair and prior to any inspection by the manufacturer, all applicable components of the installed Miracote products/system must be exposed and made accessible, at the owner's expense, to provide manufacturer or manufacturer's authorized representative with unrestricted access to perform a thorough inspection of the installed Miracote materials.

Any repair work required hereunder shall be commenced within a reasonable period of time after receipt of said notice from Owner, subject to delays by strikes, inclement weather, acts of God, or other causes beyond the reasonable control of Manufacturer, and only upon the inspection of the Miracote system by Miracote representatives.

This warranty does not extend to, and Manufacturer shall not be responsible for, damage to installation caused by abnormal use, 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.
- c) Movement of construction components not furnished by the manufacturer.
- d) Infiltration or condensation of moisture, other liquids, gaseous compounds or other contaminants in, through or around the walls, copings, building structure or underlying or surrounding materials.
- e) 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.
- f) 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.
- b) Surface stains, discoloration, and other changes in appearance that may be caused by environmental conditions including, but not limited to, chemical attack, atmospheric pollutants, dirt, debris, vehicular tires, graffiti, and other types of human activity and 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) Material delamination due to substrate failure of any kind including, but not limited to, deficient surface preparation, low tensile strength, surface contamination, bond-inhibiting penetrants and excessive moisture vapor emission rates.



# Standard Material Warranty

f) Premature wear of system due to installation thickness at less than required application rates.

Manufacturer's responsibilities and obligations under this warranty shall be effective only upon payment in full to Crossfield Products Corp. (Miracote Division), all participating Miracote distributors, and/or the Installer for all Miracote products supplied to the subject project of this warranty. 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.

**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.**

Date Installation was completed: **Month, Day, Year**

Description of Installation: \_\_\_\_\_

**Miracote Product Components installed**

Approximate Square Footage: **XXXX**

Owner's mailing address: **Number, Street, City, State, Zip**

**Crossfield Products Corp.**

By: \_\_\_\_\_ Date: **Month, Day, Year**

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