



KOOL SEAL SYSTEM WARRANTY

Issued to (Building Owner):
Certificate Issued to (Applied by):
Project Name:
Project Address:
Coating System:

Effective Date of Warranty:
Expiration Date of Warranty:

Kool Seal Fluid Applied Roofing Systems, a business unit of The Sherwin-Williams Company ("Kool Seal"), warrants to the Building Owner ("Owner"), subject to the conditions, exclusions and limitations contained herein and for a period of years after delivery or installation, whichever occurs first, that the Kool Seal Coating System installed on the Project will be free from defects in materials and manufacturing at the time of installation.

If upon inspection by Kool Seal, the coating shows evidence of a leaks, damages, blisters or other conditions caused by a defect in materials or manufacturing at the time of installation, Kool Seal's sole liability shall be to furnish, at no charge during the warranty period, a quantity of material sufficient to replace that portion of the Kool Seal Coating System proven to be defective and the cost of the labor to repair that portion of the Kool Seal Coating System proven to be defective.

TERMS AND CONDITIONS

1. The Coating System must be installed by a Kool Seal Authorized Contractor.
2. Kool Seal shall have no obligation under this Warranty until Kool Seal has been paid in full for all materials, services, warranty fees and other costs related to the Coating System. Any time period of non-payment does not extend the term of this Warranty. Contractor is responsible for providing a copy of this Warranty document to the Owner.
3. Owner shall immediately, but no later than within seven (7) days, notify Kool Seal in writing of discovery of any warranty claim or leak in the Coating System. Notice must include: (a) a copy of this Warranty document; (b) Project information; (c) description of the issue; (d) photos of the nonconforming areas of the Coating System and (e) copies of the Building maintenance program and maintenance log. Failure to provide such notice will void this Warranty. Kool Seal shall not be responsible for any damage or costs due to delay in processing a claim under this Warranty related to Owner's failure to provide timely notice or requested information. If upon inspection, Kool Seal determines that the cause of the alleged breach is outside the scope of Warranty coverage, Owner shall reimburse Kool Seal for the cost of such inspection. If Kool Seal advises Owner that repairs are necessary to maintain the integrity of the Coating System, and Owner fails to make such repairs, then the Warranty shall be void.

4. Owner must provide Kool Seal, its employees, contractors, and representatives with reasonable access to the Coating System during regular business hours for the duration of the warranty period.
 - a. Owner shall be responsible to remove and replace, at Owner's expense, any Overburden installed on or over the Coating System, temporary or permanent in order to provide Kool Seal with access to the Coating System for investigation or repair. Overburden is anything placed over the Coating System, including, without limitation, vegetative systems, solar arrays, wind turbines and utilities.
 - b. Owner shall be responsible for all costs associated with any loss of power generation in the event the removal of a solar array is required to investigate or repair the Coating System, and all electricity connected with the solar array will be rendered safe, at Owner's sole expense, prior to investigation or repair of the Coating System by Kool Seal.
 - c. Kool Seal shall have no responsibility for any damage that may occur to the Coating System during installation, removal or replacement of the Overburden, including the appearance or performance of any new Overburden materials installed following investigation or repair of the Coating System.
5. Owner must have and follow a documented maintenance program for the Coating System, the minimum requirements of which are included in the Kool Seal Owner's Guide document included as Attachment A. This Warranty is automatically voided if Owner does not have documentary evidence of following its maintenance program.
6. Any repairs, modifications, or additions, including Overburden, to the Coating System after original installation without the prior written approval of Kool Seal will void this Warranty. All repairs to the Coating System must be completed by a Kool Seal Authorized Contractor.
7. This Warranty shall not apply to claims, leaks, damages, blisters, or conditions caused by or related to:
 - a. Failure to properly install the Coating System in accordance with the Kool Seal recommended application instructions.
 - b. Failure of the roofing substrate, including, but not limited to, attachment of the roofing substrate to building structural components, movement, deterioration, or failure of structural decking, remedial repairs to prepare the roofing substrate to receive the Coating System, latent moisture, or deterioration of existing roofing panels, membranes, underlayments, insulation, fasteners, asphalt, adhesives, or existing coating(s).
 - c. Failure, defects or faulty design, construction, installation, or repairs of building components, including, but not limited to, flashing system, walls, surrounding or adjacent materials or equipment.
 - d. Ponding, deterioration of the Coating System caused by or related to ponding, or leaks, defects or deterioration caused by or related to ponding. **Does not apply to Kool Seal silicone coatings.**
 - e. Natural disasters such as earthquakes, tornadoes, hail, lightning, floods, hurricanes, tropical storms, fire or excessive snow or ice accumulation.
 - f. Exterior or interior gutters.
 - g. Exposure to chemicals or substances which may be harmful to the Coating System.

- h. Any acts of negligence, abuse, accidents, misuse, vandalism, falling objects or unauthorized alteration or repair.

This Warranty does not cover appearance due to surface profile, texture, cleanliness, or discoloration of the Coating System.

This Warranty does not cover the workmanship of the contractor who installed the Coating System.

This Warranty shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of laws provision. Any and all disputes, actions or proceedings arising out of or related to this Warranty shall be filed exclusively in the courts located in Cuyahoga County, Ohio.

DISCLAIMER OF WARRANTY

KOOL SEAL AND THE SHERWIN-WILLIAMS COMPANY MAKE NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT AS STATED ABOVE AND HEREBY DISCLAIM ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE COATING SYSTEM. KOOL SEAL AND THE SHERWIN-WILLIAMS COMPANY DO NOT AUTHORIZE ANY PERSON, INCLUDING ITS REPRESENTATIVES, TO MAKE ANY REPRESENTATION OR OFFER ANY WARRANTY OR GUARANTEE IN RESPECT TO THE COATING SYSTEM OTHER THAN WHAT IS SET FORTH HEREIN.

LIMITATION OF DAMAGES

OWNER AGREES THAT IN NO EVENT SHALL KOOL SEAL OR THE SHERWIN-WILLIAMS COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR ANY PROPERTY OR LOST PROFITS ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR THE SPECIFICATION, INSTALLATION OR PERFORMANCE OF THE COATING SYSTEM, BASED UPON BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY.

This Warranty is not transferrable or assignable without the prior written consent of Kool Seal
Technical Manager: _____