

# X-Tenda Coat System Warranty

Serial No.

Date of Issue:

**BUILDING OWNER:**

**NAME OF BUILDING:**

**BUILDING ADDRESS:**

**DATE OF COMPLETION OF ACRYLIC COATING SYSTEM:**

**DATE OF ACCEPTANCE BY VERSICO:**

Versico, LLC (VERSICO), warrants to the Building Owner ("Owner") of the above described building, that; subject to the terms, conditions and limitations stated in this warranty, Versico will repair any leak in the Versico Acrylic Coating System ("VACS") installed by an authorized applicator for a period of ( ) years commencing with the date of Versico's acceptance of the VACS installation. However, in no event shall Versico's obligations extend beyond ( ) years subsequent to the date of substantial completion of the VACS. See below for exact date of warranty expiration.

The VACS is defined as the Versico Acrylic Coating and any other Versico brand products utilized in this installation.

## TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Versico with written notice within five (5) days of the discovery of any leak in the VACS. Owner should send written notice of a leak to Versico's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Versico, the Owner authorizes Versico or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Versico determines that the leak is covered by this warranty, Owner's remedies and Versico's liability shall be limited to Versico's repair of the leak.
3. This warranty shall not be applicable if, upon Versico's inspection, Versico determines that any of the following has occurred:
  - (a) The VACS is damaged by natural disasters, including, but not limited to, lightning, fire, insect damage, mold, earthquake, tornado, hail, hurricanes, or
  - (b) The VACS is damaged by any intentional or negligent acts, accidents, misuse, abuse, excessive traffic, vandalism, civil disobedience, or the like.
  - (c) Deterioration or failure of building components, including, but not limited to, the underlying roofing system(s), the roof substrate, walls, mortar, HVAC units, etc., occurs and causes a leak, or otherwise damages the VACS; or
  - (d) Acids, oils, harmful chemicals and the like come in contact with the VACS and cause a leak, or otherwise damage the VACS.
4. This Warranty shall be null and void if any of the following occur:
  - (a) If, after installation of the VACS by an authorized applicator there are any alterations or repairs made on or through the VACS or objects such as, but not limited to, structures, fixtures, or utilities are placed upon or attached to the VACS without first obtaining written authorization from Versico; or
  - (b) Failure by the Owner to use reasonable care in maintaining the VACS.
5. During the term of this Warranty, Versico shall have free access to the roof during regular business hours.
6. Versico shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the authorized applicator, Versico, or material suppliers.
7. Versico's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
8. Versico shall not be responsible for the cleanliness or discoloration of the VACS caused by ordinary weathering and environmental conditions including, but not limited to, dirt, pollutants, or biological agents.
9. Versico shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
10. This warranty is not assignable by operation of law or otherwise. Application may be made by a new building owner for re-issuance of the warranty during the original warranty period. Certain procedures including, but not limited to, an inspection of the VACS by a Versico representative and fees will apply to any re-issuance. Versico reserves the right, in its sole discretion, to refuse to reissue this warranty.

**VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO.**

**THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE VACS OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. VERSICO SHALL NOT BE LIABLE FOR ANY DIRECT INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.**

