

# ACRYLINK G™

## LIMITED SYSTEM WARRANTY

Warranty No. \_\_\_\_\_ Application No. \_\_\_\_\_ Effective Date \_\_\_\_\_ Term \_\_\_\_\_

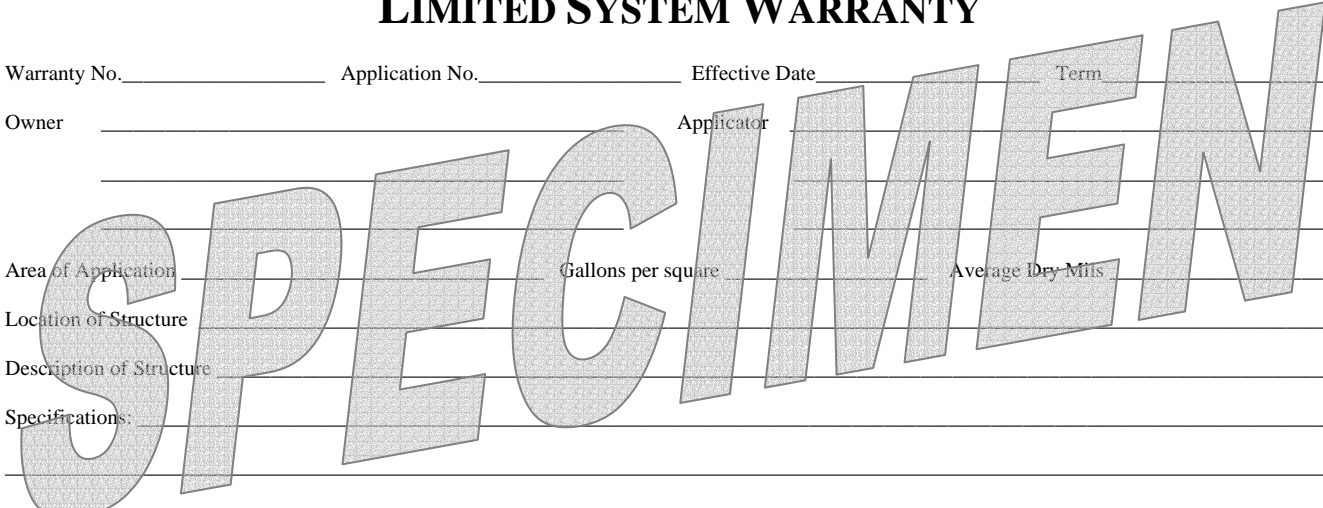
Owner \_\_\_\_\_ Applicator \_\_\_\_\_

Area of Application \_\_\_\_\_ Gallons per square \_\_\_\_\_ Average Dry Mil \_\_\_\_\_

Location of Structure \_\_\_\_\_

Description of Structure \_\_\_\_\_

Specifications: \_\_\_\_\_



Isothermal Protective Coatings, Inc., a Texas Corporation with its principal offices in Pearland, TX, (hereinafter called "IPC") warrants to the Owner named above, that, subject to the provisions, conditions, exclusions, and limitations of this Warranty, **the ACRYLINK G™ membrane will remain leak free from the effective date shown above, for the period of time indicated above.**

During the term of this warranty, IPC will, at its expense, repair any leaks in the **ACRYLINK G™** membrane installed on the structure named above, resulting from ordinary wear and tear or natural deterioration by the elements, subject to the following terms and conditions:

**Conditions:** IPC makes this undertaking subject to the following conditions:

1. The Owner's only recourse to IPC is this Warranty. There are no other warranties of any kind, including, without limitation, warranties of merchantability or fitness for a particular purpose. This warranty is in lieu of the implied warranty of merchantability and all other warranties expressed or implied.
2. IPC's exclusive responsibility and liability under this warranty is to supply coating materials and labor to make repairs that may be necessary to maintain the **ACRYLINK G™** membrane in a leak free condition subject to all the conditions, exclusions, and limitations of this document. The Owner recognizes and agrees that IPC shall have no liability for incidental, consequential, or other damages of any nature whatsoever, including, without limitation, loss of rent or profits or any inconvenience, as well as damage of any kind to the building upon which the roof is affixed or its contents, any alleged breach of this contract of warranty, negligence, breach of warranty, strict liability or any other theory, other than the limited and exclusive liability set forth in this Warranty.

**Exclusions:** By way of illustration and example and not limitation, the following types of damage and repairs to the **ACRYLINK G™** membrane, which is the subject of this warranty, are excluded from coverage:

- A. Natural disasters, including, but not limited to, floods, lightning, hurricanes, hail, windstorms, earthquakes, tornadoes, volcanic activity, or other phenomena of the elements.
- B. Damage to the membrane, the structure, or to the property or contents caused by fire, settlement, movement, distortion, warpage, expansion, contraction, cracking, or other movement in the substrate.
- C. Improper application or failure of any component underlying the **ACRYLINK G™** membrane, such as decks, drains, roof vents, roof insulation, flashings, vapor barriers and the like.
- D. Erection or construction of any additional installation on or through the **ACRYLINK G™** membrane.
- E. Damage due to lack of proper drainage.

- F. Damage resulting from infiltration or condensation of moisture, in, through, or around walls, copings, building structure or underlying or surrounding areas.
- G. Damage due to test cuts not authorized by IPC.
- H. Penetration, vandalism, damage, or attack by third parties, foreign objects, or agents including animal and plant life.
- I. Discoloration or change in visual appearance due to accumulation or streaking of airborne materials deposited on the surface from the atmosphere.
- J. Misuse or abuse of the **ACRYLINK G™** membrane.

**Responsibilities of Applicator:**

1. Applicator certifies that he is an IPC Approved Applicator and has installed the components covered by this Warranty in accordance with IPC's specifications.
2. Applicator agrees to bear the full burden of this warranty for a period of ninety (90) days from the effective date listed above, the date of acceptance of the job by the Owner, or the date of the completion of all work on the job, whichever is later. Applicator further agrees to bear the full labor burden of this warranty for a period of two (2) years from that same date.
3. Applicator will pay IPC for all materials supplied by IPC, as well as for all due warranty, inspection, and travel fees, in accordance with the terms stipulated on acceptance of the order by IPC.

**Responsibilities of Owner:**

1. Should any event covered under any of the exclusions listed above occur, Owner shall, at its own cost, immediately correct such damage and immediately notify IPC in writing.
2. In the event of a leak, Owner will notify IPC in writing within ten (10) days of the discovery of the leak. If, after inspecting the roof, IPC determines that the cause of the leak is within the terms of this limited warranty, IPC will then arrange for repairs.
3. During the term of this Warranty, IPC, its agents, employees, and representatives will be given reasonable access to the roof during regular business hours.
4. Owner will pay when due the full contract price of the installation.

—Continued from Reverse—

Failure of the Owner or Applicator to meet the above responsibilities shall render this Warranty null and void and of no effect.

This Warranty may not be assigned or transferred without the written permission of IPC.

In order for this Warranty to be valid, it must be signed by an authorized representative of Isothermal Protective Coatings, Inc., Applicator, and Owner. All signatures constitute acceptance of all terms and conditions of the Warranty.

Applicator By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Owner By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Isothermal Protective Coatings, Inc.

SPECIMEN