

***EXPLANATION OF UNITED'S
5-YEAR LIMITED SYSTEM WARRANTY PROGRAM
FOR THE SPRAYED POLYURETHANE FOAM ROOF INDUSTRY***

Listed here are the documents related to the UNITED 5-Year Limited System Warranty Program for sprayed polyurethane foam and coating roof systems. These are as follows:

- 1. THE WARRANTY**
- 2. PRE-PROJECT INSPECTION REPORT**
- 3. PURCHASE ORDER AUTHORIZATION**
- 4. PROJECT SPECIFICATIONS**
- 5. COMPLETED PROJECT INSPECTION REPORT**
- 6. INSPECTION SERVICES**
- 7. COST OF WARRANTY**
- 8. AGREEMENT — MANUFACTURER/CONTRACTOR**

1. THE WARRANTY

This Warranty is a guarantee to the Building Owner that the new roofing system will not leak water over a 5-year period. This Warranty **is based on the use of sprayed polyurethane foam**, topcoated with an approved UNITED roof coating system. This Warranty is not to be used for any other purpose unless specifically approved in writing by an officer of UNITED. The minimum area that will be considered for a 5-Year Limited System Warranty is 10,000 sq. ft.

2. PRE-PROJECT INSPECTION REPORT

The roof must be inspected, **prior** to application of polyurethane foam, by the Contractor and a field representative of UNITED or UNITED'S Distributor. Recommendations are made at this time regarding substrate conditions, surface preparation, specifications, etc.

3. PURCHASE ORDER AUTHORIZATION FOR COMPLETED PROJECT INSPECTION

The Contractor shall send to UNITED, and UNITED will forward to the Independent Consultant, authorization to inspect the completed project. This authorization is in the form of a Purchase Order, which always guarantees payment directly to the Independent Consultant by the Contractor.

4. PROJECT SPECIFICATIONS

The Contractor shall provide UNITED headquarters with **project specifications** (when applicable) for UNITED'S approval **prior** to the Contractor establishing a contract with the Owner. UNITED has the right to modify specifications for purposes of the 5-Year Limited System Warranty.

Note: A **Pre-Project Inspection Report Form**, as well as **Project Specifications** and **Purchase Order Authorization for Completed Project Inspection**, must be submitted to UNITED headquarters for approval before job is started. If these are not submitted and written approval by UNITED is not granted, the Warranty will not be issued.

5. COMPLETED PROJECT INSPECTION

When the job is completed, a UNITED-approved **Independent Consultant** must meet with the Contractor at the jobsite to conduct a full inspection. It is not necessary for a UNITED Representative to be present at this time. The Independent Consultant will have all qualifications and full authority to conduct the completed project inspection.

If there are voids, pinholes, insufficient coating thickness or any other deficiencies, the Contractor must correct these deficiencies and a second inspection must take place. If there are no deficiencies, the **Completed Project Inspection Report** form, or Consultant's equivalent, will be signed and submitted to UNITED headquarters for final approval.

6. INSPECTION SERVICE

Cost for the Independent Consultant inspection services will vary with agency used and project specifics. Prior to inspection, the Contractor will furnish a **Purchase Order Authorization** to UNITED for forwarding to the Independent Consultant. After inspection, the Contractor will pay all inspection service costs immediately upon invoicing from the Independent Consultant. The 5-Year Limited System Warranty will not be issued until this has been completed.

7. COST OF WARRANTY

The cost of the Warranty is \$.025 per square foot for the 5-year warranty period. A cashier's check for the cost of the warranty, made payable to UNITED COATINGS, is to be sent along with all required documents to the attention of UNITED'S Warranty Department in Greenacres, WA. The minimum warranty fee shall be \$250.00, including specific cases where UNITED has waived the minimum square footage requirement.

8. AGREEMENT — MANUFACTURER/CONTRACTOR

This Agreement has been expressed in the simplest, most direct terms and states the responsibilities and duties of both parties. It is prepared at the same time as the Warranty. The terms of the Agreement are exactly the same for each job. However, because specifications and conditions will vary from job to job, this must be attached and the Agreement signed by both parties for each job.

“PRE-PROJECT INSPECTION REPORT”

Name of Job: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Name of Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Name of Architect: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Owner of Building: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Owner's Representative: _____

Company Issuing Completion and Performance Bond: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Type of Roof Construction: _____

Existing Roof Substrate: _____

Age of Roof: _____ Area (Square Feet): _____

Pitch of Roof: _____ Inch(es) Per Lineal Foot

Moisture Content Within Existing Substrate: _____

Removal of Existing Substrate (Quantity): _____

Proposed Primer: _____ Total Gallons: _____

Proposed Coating(s): _____ Total Gallons: _____

Project Specifications Attached? _____ Inspection Firm: _____

Contractor: _____
(Signature)

Authorized Inspector: _____
(Signature)

Printed Name and Title: _____

Printed Name and Title: _____

“PURCHASE ORDER AUTHORIZATION FOR COMPLETED PROJECT INSPECTION”

TO THE INDEPENDENT CONSULTANT:

I hereby authorize _____ to inspect this project when completed, as per UNITED COATING’S explanation letter for the 5-Year Limited System Warranty Program.

I agree to pay directly to the Independent Consultant their standard per day fee, plus travel and subsistence expenses, as agreed upon for this project inspection.

The Pre-Project Inspection Report and Project Specifications are enclosed.

Job Will Be Completed By Approximately: _____

Location of Job: _____

Contactor (Contracting Firm)

Authorized Signature (Corporate Officer)

Printed Name and Title

Address

City

State

Zip

Phone



COMPLETED PROJECT INSPECTION REPORT FOR

For Office Use Only
Warranty Number _____
Date of issue _____

5-YEAR LIMITED SYSTEM WARRANTY

Project History

Project Name: _____

Date of Inspection: _____ Square Footage: _____

Inspected By: _____

Contracting Firm: _____

Contractor's Representative: _____

Finished Surface Texture Percentage

Smooth to Coarse Orange Peel: _____ Verge of Popcorn: _____

Popcorn: _____ Treebark: _____ Not Acceptable: _____

Visual Observations

- | | | |
|------------------------|-------------------------|-----------------------------|
| _____ Ponding | _____ Foam Blisters | _____ Exposed Foam |
| _____ Walkways | _____ Coating Blisters | _____ Uncured Coating |
| _____ Granules | _____ BUR Blisters | _____ Rough Surface Texture |
| _____ Coating Runs | _____ Cracks | _____ Pinholes |
| _____ Color Variations | _____ Mechanical Damage | _____ Flashings |
| _____ Vents | _____ Spongy Foam | _____ Edge Treatment |

Comments

Core Samples

Core Number	Foam Thickness	Coating Dry Film Thickness (Mils)					
		Min. Base	Min. Intermediate	Min. Top	Avg. Intermediate	Avg. Top	Avg. Total

Average Dry Film Thickness (Mils):

Basecoat: _____ Topcoat: _____

Intermediate Coat: _____ Total Coating System: _____

Roof Sketch

Roof Sketch Symbols

P<	Photographs	ST	Rough Foam Texture	E	Exposed Foam
O	Roof Drains	UC	Uncured Coating	P	Pinholes
X	Mechanical Damage	DT	Detail Problem	C#	Core Number
FB	Foam Blister	FC	Foam or Coating Cracks	S#	Slit Number
CB	Coating Blister	EX	Excessive Ponding	?	Other (Explain Under Comments)

Inspection Results

_____ Installation of roofing system meets all project requirements.

_____ Installation of roofing system does not meet all project requirements.

Slit Samples

Core Number	Foam Thickness	Coating Dry Film Thickness (Mils)						
		Min. Base	Min. Intermediate	Min. Top	Avg. Base	Avg. Intermediate	Avg. Top	Avg. Total

UNITED 5-YEAR LIMITED SYSTEM WARRANTY PROGRAM MANUFACTURER AND CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, _____; by and among UNITED COATINGS, hereinafter referred to as the "Manufacturer," and _____ hereinafter referred to as the "Contractor."

WHEREAS, the Manufacturer produces a certain Roof Coating System hereinafter called the "System," for which the properties, specifications, and application instructions are set forth in Exhibit "A" and

WHEREAS, the parties intend, through their joint efforts, to sell the System for use on this Project and the Contractor shall apply the System in accordance with the specifications of the Project, which are attached to this Agreement as Exhibit "B," and

WHEREAS, each of the parties enters into this Agreement in reliance upon the cooperation, efforts, and expertise of the other, and

WHEREAS, in expressing their confidence in the System, the parties will join together in making the UNITED Roof Coating System Warranty to the Owner which Warranty shall be attached hereto as Exhibit "C," and

WHEREAS, the parties will become liable to the Owner under the terms of the Warranty and in this Agreement wish to make explicit their rights, duties, and responsibilities to one another with respect to the Project and Warranty:

1. Best Efforts: The Parties agree to utilize their best efforts to promote and sell the System for use on this Project and to successfully apply the same. The parties further agree that best efforts shall include the offer of the Warranty to the Owner and agree to execute said Warranty and to deliver it to the Owner upon the proper completion of the Project and the satisfaction of all conditions as expressed in the Warranty. The Contractor agrees to have special skill, knowledge and training in the application of the System. The Contractor further agrees to apply the System in accordance with the Manufacturer's written instructions and specifications and further agrees that any application of the System not in accord with such instructions will be promptly brought into accord, at the Contractor's sole expense.

2. Materials: The Manufacturer will supply the appropriate amount of the System component products to properly coat the surface. The appropriate amount of coating material shall be determined from the specifications on this Project upon which the system is to be applied. The Manufacturer shall have the right of final approval for all materials and specifications.

3. Standard Warranty: The Manufacturer always warrants products to be free of defects so long as the products are stored and shipped in accordance with the Manufacturer's label directions and printed instructions. Liability shall be limited to the prompt replacement of material proven defective, according to UNITED'S standard terms and conditions of sale.

4. Manufacturer's Instructions: The Manufacturer shall provide appropriate instructions (Exhibit A) for applying the System either on container labels or technical data sheets. Should the Contractor fail to comply with said instructions, then the Contractor shall be liable and accountable for the cost of repairing the System according to the terms of the Warranty so as to put it in compliance with said instructions and specifications. The Contractor professes to fully understand the instructions and specifications for the storage and application of the system, and agrees to fully comply with said instructions and specifications.

5. Minimum Area: Minimum area that will be considered for the 5-Year Limited System Warranty is 10,000 square feet.

6. Pre-Project Inspection Report: (a) The roof must be inspected prior to application of polyurethane foam by the Contractor and a field Representative of UNITED or UNITED'S Distributor. Recommendations are made at this time regarding substrate conditions, surface preparation, specifications, etc. (b) A Pre-Project Inspection Report form, as well as Project Specifications and Purchase Order Authorization for Completed Project Inspection must be submitted to United headquarters for approval before job is started. If these are not submitted and written approval by UNITED is not granted, the Warranty will not be issued.

7. Completed Project Inspection Report: (a) When the job is completed, an Independent Consultant, approved by UNITED, must meet with the Contractor at the jobsite to conduct a full inspection. The Independent Consultant will have all qualifications and full authority to conduct completed project inspection. If there are voids, pinholes, insufficient coating thickness or any other deficiencies, the Contractor must correct these deficiencies and a second inspection must take place. If there are no deficiencies, the Completed Project Inspection form will be signed and submitted to UNITED Headquarters for final approval.

8. Contractor Not an Agent: The Contractor shall not be construed as an agent for the Manufacturer. The Manufacturer shall not be obligated under any contracts or statements made to third parties by the Contractor. No third party shall be deemed an agent of UNITED for purposes of notice of claim in this Warranty, inclusive of payment of 5-Year System Warranty Premium.

9. Terms: The Contractor agrees as specific condition for issuance of a UNITED COATINGS 5 (Five) Year Limited System Warranty to the following.

(A) The Contractor solely at his expense, agrees to provide entire remedy as provided for in the Warranty to repair deficiencies in the roof system for a period of 1 (one) year from date of Warranty issuance. Deficiencies in the installed roof system include but are not limited to roof leaks and/or foam and coating delamination resulting from faulty workmanship. Deficiencies in the installed roof system resulting from proven product defect in the elastomeric roof coating are specifically excluded.

(B) The Contractor solely at his expense agrees to provide all labor and non-UNITED materials to remedy deficiencies in the installed roof system, as provided for in the Warranty, for the period of year 2 (two) from the date of Warranty issuance. UNITED agrees at its expense to provide UNITED materials to effectuate these repairs. Deficiencies in the installed roof system resulting from proven product defects in the elastomeric roof coating are specifically excluded from this consideration. Additionally, color variances in the installed coating resulting from ordinary weathering, pollutants, etc., do not constitute a deficiency in the roof system nor do they qualify for the product defect waiver stated above.

(C) UNITED agrees to provide all materials and labor and the Contractor agrees to perform repairs which may become necessary under the Warranty for water leaks occurring in years 3 (three) through five (5). UNITED further agrees to reimburse the Contractor for his direct cost for the aforementioned non-UNITED materials and labor inclusive of a 15% mark-up for overhead. It is further agreed that UNITED must be provided notice of a potential claim as soon as received by the Contractor and UNITED agrees to provide notice to the Contractor of a potential claim as soon as received. It is further agreed that the Contractor must afford UNITED the first right to provide the materials in suitable quantities to perform the repairs. The Contractor agrees to provide UNITED with a written summary of the repairs performed, separated in accordance with the following:

- a) Non-UNITED Products Used
- b) UNITED Products Used
- c) Labor
- d) Overhead at 15%

10. Breach of Contract: If either party fails to perform any of these terms and conditions, this non-performance shall be treated as a material breach of this Agreement, and the other party shall be allowed all appropriate remedies as well as contract damages.

11. Venue: In the event that an action at law is brought by either party to enforce any of the terms off this Agreement, it is agreed that any such litigation shall be commenced in Spokane County, State of Washington.

12. Authority: The parties hereto represent and covenant that they shall cause this Agreement to be signed pursuant to the authority granted by the Board of Directors of the respective corporations so as to empower the individuals signing on behalf of the corporations to so act.

MANUFACTURER..... UNITED COATINGS

By: _____
Authorized Signature (Corporate Officer)

Printed Name: _____

Title: _____

CONTRACTOR.....

(Contracting Firm)

By: _____
Authorized Signature (Corporate Officer)

Printed Name: _____

Title: _____

THE UNITED COATING'S FIVE YEAR LIMITED SYSTEM WARRANTY

DATE EXECUTED: _____ **NO:** _____

WHEREAS, UNITED COATINGS, E. 19011 Cataldo, Greenacres, Washington has sold materials which have been used in applying a "Roof Membrane" on the building described as follows:

OWNER: _____ Telephone # _____

Address of Owner: _____

Area of Roof Membrane	Coating Used	Foam Manufacturer	Foam Density
Name and Description of Project: _____			
Address of Project: _____			

Address of Project: _____

CONTRACTOR: _____ Telephone # _____

Address: _____

Date of Completion: _____

Now therefore, UNITED COATINGS (hereinafter referred to as Guarantor) guarantees to each OWNER to whom has been issued a certificate of warranty, properly completed and duly signed by UNITED, that subject to the terms and conditions hereinafter set forth, UNITED will for the period of 5-Years from said date of completion of said Roof Membrane, at its own expense, make such repairs as may become necessary to repair water leaks into the building.

The CONTRACTOR, by virtue of separate MANUFACTURER/CONTRACTOR Agreement for above referenced project, is contractually bound to the Manufacturer to perform required repairs under this Warranty. An executed copy of this Agreement is attached to this warranty and the terms and conditions thereof become an integral part of this Five Year Limited System Warranty.

As used herein, the term "Roof Membrane" constitutes a covering of the substrate with polyurethane foam insulation onto which the UNITED products have been installed. The Roof Membrane may include the primer and/or vapor barrier when supplied by UNITED.

EXCLUSIONS:

This Roof Guarantee does not cover failure of the Roof Membrane due to:

- 1) Damage to the Roof Membrane, substrate, underlying polyurethane foam insulation, property, building or contents caused by fire, settlement, faulty construction or design, movement, lack of positive drainage, misuse of structure or other failure of the structure.
- 2) Damage to the Roof Membrane, substrate or underlying polyurethane foam due to natural causes, including but not limited to floods, lightning, hail, windstorms, cyclones, hurricanes, tornadoes, earthquakes or other extraordinary or unusual events.
- 3) Damage to the Roof Membrane caused by solid or liquid deposits of any foreign substances.
- 4) Failure of metal flashings or failures resulting from movement of mechanical equipment used in conjunction with the Roof Membrane or other flashing materials.
- 5) Damage to Roof Membrane caused by vandalism, penetration or damage caused by third parties or foreign objects or agents, including plant or animal life.
- 6) Infiltration or condensation of moisture in, through or around walls, copings, etc. entering the building structure.
- 7) Excessive traffic of any nature over the Roof Membrane or its use as a storage area, walking or recreational surface or for any similar purpose.

CONDITIONS:

This Roof Guarantee is issued subject to the conditions that:

- A) No subsequent alterations of, or additions to, the existing structure which affects or may affect the Roof Membrane in any way, shall be made unless UNITED shall first be notified in writing and shall agree to such proposed alterations or conditions. Such alterations and additions shall be made in accordance with such recommendations and conditions as UNITED may prescribe.
- B) This Roof Guarantee is expressly conditioned upon UNITED'S liability to the Owner for any defects, failure, or deficiency, which is covered by this guarantee, and is expressly conditioned upon Owner's obligation to notify UNITED in writing within five working days of the date that Owner discovers defect. UNITED shall then have the right to immediately inspect the defect, and if not given this right, this Roof Guarantee shall be terminated. No third parties shall deemed an agent of UNITED for purposes of notification.
- C) Neither the issuance of this Roof Guarantee, nor any examination or inspection of the building or the plans or specifications thereof by UNITED representatives, before or after completion of the Roof Membrane, shall constitute a waiver of any of the exclusions and/or conditions set forth herein.
- D) This warranty is for the benefit of the initial purchaser, and shall not be transferable or assignable to any other persons, firms or corporations without the prior express written consent signed by a duly authorized officer of UNITED COATINGS.
- E) The GUARANTOR will not be liable for any direct, indirect, special, or general damages of any kind from whatever cause which may arise as the result of defects in the Roof Membrane except as provided for in the Guarantee. It is expressly understood and agreed that GUARANTOR shall in no way be deemed or held to be obligated, liable, or accountable upon or under any guarantee or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular use.
- F) The GUARANTOR'S obligation shall commence upon receipt by UNITED COATINGS of full payment of the System Warranty Premium. If such payment is not received within 30 days of the execution date hereof, all such obligations shall be permanently voided. No third party shall be deemed an agent of UNITED for receipt of such payment.

OWNER or OWNER'S REPRESENTATIVE TITLE DATE

OWNER'S PRINTED NAME

UNITED COATINGS Executive Vice-President DATE

Valid when copy of this Warranty, executed by all parties, is on file at UNITED COATING'S Warranty Department, Greenacres, Washington.