Enduris™ Roof Coatings Limited Product Warranty

Project Name	
Project Address	
Roof Size in Square Feet	
Project Owner Name	
Applicator Name	
Product Used	
Warranty Term	
Warranty Start Date	

Momentive Performance Materials, Inc. ("Momentive") produces and sells Enduris roof coating (the "Product"). The Product offers a variety of physical characteristics. Momentive warrants to the building owner (the "Owner") that the Product used for the project referenced above (the "Project") will meet the physical characteristics shown on the TDS in effect at the time of sale if the Product is stored, installed (e.g., meeting the required minimum dry film thickness shown in the table below), and applied according to Momentive's Product specifications (the "Warranty"). Momentive's sole liability under the Warranty is to provide Product to replace Product that does not meet the physical characteristics shown on the latest, published datasheet at time of application.

Warranty Term	Minimum Dry Film Thickness (DFT)
10 Years	21 mils DFT
15 Years	28 mils DFT
20 Years	36 mils DFT

Owner is required to notify Momentive in writing at the address shown below, within 30 days of the discovery of alleged defective Product and provide Momentive access to the Project to inspect any areas with alleged defective Product at any such time as may be reasonable. Owner is responsible for removal of any overburden that covers the roof coating to evaluate a claim of defective Product. Momentive may require Owner to submit photographs and or samples from the roof at their expense to evaluate a claim of defective Product.

Momentive's maximum liability under this Warranty is the original purchase price of the Product paid by the installing applicator. Owner should retain this document as well as the original proof of purchase and batch number(s) for submission to Momentive in the event of a claim of defective Product.

Momentive does not warrant the design of the Project, nor the workmanship with which the Product is used or applied, nor the suitability or performance of any Project components, including substrates, other than the Product named above.

Exclusions and Limitations

The following conditions are specifically excluded from coverage under this Warranty:

1. Improper workmanship in preparation of the roof surface and application of the Product or any other roof component including Dry Film Thickness less than amounts shown in the table above.
2. Damage to the Project from natural causes such as lightning, earthquake, hurricane, tornado, hail, fire, wind, or other natural events including objects falling onto the roof.
3. Damage to building contents or consequential or incidental damages of any kind including, but not limited to, interior or exterior damages and/or mold growth.
4. Movement and settling of the building, building components, or roof structure and assembly.
5. Condensation or moisture infiltration through walls, copings, or building structure.
6. Damage caused by plant or animal activity such as birds, insects, or accumulation of debris.
7. Damage caused by humans such as subsequent construction activity or damage from repeated foot traffic or tools.
8. Damage as a result of poor design of the roof assembly or building.
9. Installation of the Product over cold storage or freezer buildings or buildings with high humidity conditions.
10. Condensation on the underside of the roof deck or components.
11. Change in color or appearance of the Product as a result of, but not limited to, dirt, dust, debris, or growth of organic matter.
12. Damage caused or made worse by lack of roof maintenance or delay in reporting alleged defects to Momentive.
13. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash, or fumes from any chemical plant, foundry, plating works, fertilizer manufacturing, paper plant, aviation fuel or the like, or other corrosive materials of any other type.

No other warranty except of title, shall be implied. Any tests designed to resolve any alleged breach of warranty shall be mutually agreed upon, and Momentive shall be notified of, and may be represented at, all such tests. The liability of Momentive, whether on warranties, contract, negligence, or otherwise shall not, in any case, exceed the amount of Product needed to replace Product which is proven defective. The liability of Momentive shall terminate at the end of the warranty term.

No employee, agent, or representative of Momentive, or any other person, has the authority to assume any additional or other liability or responsibility for Momentive unless it is in writing and signed by an authorized Momentive Director or Vice President. This warranty is not transferrable or assignable by contract or by operation of law, either directly or indirectly.

The terms of this Warranty shall be interpreted in accordance with the laws of the State of New York without regard to any choice of law rules. The sole jurisdiction for suit based on this Warranty shall be the state or federal Court of the State of New York. This Warranty is valid only for projects located in the United States and Canada.

Momentive shall have no obligation under this Limited Warranty during any period when Owner has any outstanding invoices for materials, installation, services, supplies, or warranty fees owed to Momentive, a supplier of Momentive material, or the Applicator.

THE FOREGOING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER AND THE SOLE AND EXCLUSIVE LIABILITY OF MOMENTIVE. THE WARRANTIES STATED ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE) WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

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