



Manufacturer's Recoat Warranty

Warranty# Sample_

Effective Date of Warranty

Expiration Date of Warranty

Contractor Name

Building Owner Name

Address

Address

City, State, Zip Code

City, State, Zip Code

Phone

Phone

Subject to the conditions, exclusions and limitations set forth herein, Conklin Company, Inc. ("Conklin") **EXPRESSLY WARRANTS TO THE BUILDING OWNER LISTED ABOVE THAT**, for a period of _____ years from effective date of warranty; the below-mentioned Conklin Product is free from product defects. The liability of Conklin Company, Inc. under this Warranty is limited to only the replacement of the Conklin Product required repairing **DEFECTIVE AREA ONLY**. Any product warranty from Conklin Company, Inc. covers only the below-named Product. Conklin Company, Inc. makes no warranties, expressed or implied, related to the existing substrate/system.

The Product must be installed by a Contractor who has the authority of Conklin Company, Inc. to apply the Product which is the subject of this Warranty.

This Warranty does not apply to leaks or roofing failure due to improper application of the Product or applications not in accordance with manufacturer's specifications or application to substrates, roofs, or roof systems not approved for warranted Product.

This Warranty applies only to the Product applied to the following structure:

Name and address of building or structure ("Structure"): _____

Name of building section (if applicable): _____

City, State, Zip Code: _____

The Product which is the subject of this Warranty consists of the following:

Square feet: _____



CONDITIONS OF COVERAGE

A. **Right to Inspect.** Conklin shall have the right during the period of this limited Warranty to inspect the Product as applied and the roof on which the Product is applied, and in the event of any defect covered by this Warranty, to repair and correct the same. In the event Building Owner refuses to allow such inspection or repair, this Warranty shall become immediately null and void and of no further effect.

B. **Notice of Claim.** Any claim hereunder shall be deemed waived unless Building Owner has given written notice thereof to both the Contractor, at the address given above, and Conklin Company, Inc., Attn: Warranty Department, 551 South Valley Park Drive, Shakopee, MN 55379, within 30 days following the discovery of circumstances giving rise to a claim.

C. **Unauthorized Repairs, Alterations or Use.** If Building Owner shall, without prior written consent of Conklin, make or permit repairs, alterations or additions to the roof which affect the Product, or change the use, function or purpose of the Structure, this Warranty shall become immediately null and void and of no further effect upon the date of commencement of any such unauthorized repairs, alterations or additions or change of use, function or purpose. Conklin will respond promptly and reasonably to any written request for consent of repairs, alterations or additions.

D. **Payment of Contract Price.** Failure of Building Owner to pay when due the full contract price for purchase and application of the Product shall immediately render this Warranty null and void and of no further effect.

E. **Notice of Excluded Damage.** Building Owner agrees to give written notice to Conklin within 30 days following the discovery of damage to the Product, as applied, not covered under the Warranty. After receiving such notice, Conklin Company, Inc. reserves the right to inspect the Product and the surface to which it is applied for a fee, and require any repairs it deems necessary in order to protect the Product, as applied. Roofing repairs not covered by this Warranty shall be completed within 60 days of notification by Conklin Company, Inc. of the required repairs. In order for the Warranty to remain in force, the Building Owner shall make these repairs. If the Building Owner fails or refuses to make the needed repairs or provide notification to Conklin, the Warranty is null and void and of no further effect as of the expiration of the 60-day designated period.

F. The above Limited Recoat Warranty is a Non-Transferable Warranty.

Exclusions from Coverage

This Warranty does not cover damage to or failure of the Product caused by:

A. Acts of God or natural disasters, including, but not limited to, floods, lightning, hurricanes, hail, windstorms, earthquakes, tornadoes, cyclones, winds of peak gust speed over 43 mph measured 35 feet above the ground, and the like.



- B. Damage to the Product, the Structure or to property or contents caused by fire, settlement, movement, distortion, warping, displacement or other failure of or damage to the Structure.
- C. Damage to the Product resulting from movement, cracks or openings in the surface on which the Product is applied or the roof substrate or roof deck.
- D. Improper application or failure of any component underlying or protruding from the roof or surface on which the Product is applied, such as decks, drains, roof vents, roof insulation, flashings, vapor barriers, air conditioners, solar units, skylights, and the like.
- E. Erection, installation or construction of any additional equipment or items on or through the Product as applied after the date of application, unless installed in a manner prescribed and accepted by Conklin.
- F. Roof maintenance for correction of conditions other than leaks.
- G. Penetration, vandalism, damage or attack by third parties and foreign objects or agents, including animal and plant life.
- H. Discoloration or change in visual appearance due to accumulation or streaking of dirt or other airborne material deposited on the surface from the atmosphere.
- I. Acts of parties other than Conklin or authorized roofing contractor.
- J. Infiltration or condensation of moisture through or around walls, copings, building structure or surrounding materials.
- K. Exposure to caustic environments, including, but not limited to, foreign substances in the air, chemical fumes and chemical sprays
- L. Exposure to saltwater or other brackish environments.
- M. This Warranty does not apply to Product applied on a single-family residence.

THIS WARRANTY, WHICH IS A LIMITED WARRANTY, IS GIVEN IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY OF CONKLIN, WHETHER SUCH CLAIM OF OBLIGATION OR LIABILITY IS BASED ON NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. CONKLIN SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR GENERAL DAMAGES RESULTING FROM DEFECT IN THE PRODUCT.

Some states do not allow for the exclusion or limitation of liability for incidental or consequential damages. In those states, the above limitation or exclusion may not apply. This



Warranty provides specific legal rights and the customer may also have other rights which may vary from state to state.

This Warranty shall be interpreted and governed by the laws of the State of Minnesota. No action may be maintained to enforce this Warranty unless such claim or dispute is first submitted to mediation before a mutually acceptable mediator. In the event such mediation is unsuccessful, any action brought regarding this Warranty or the Product shall be brought only in the state or federal courts located in Hennepin County, Minnesota. All parties hereby consent to the jurisdiction and venue of the above named courts.

No individual has authority to make any representation or promises except as stated herein.

Signature Authorized by Conklin Company, Inc.

Building Owner Authorized Signature

Joy Schmidt — Conklin Warranty Coordinator

Name and Title (print)

Name and Title (print)