Acrymax Roof Membrane System Warranty

An Acrymax Roof Membrane System Warranty covers labor and materials and warrants to the building owner that a properly applied Acrymax roof coating system will not leak water as the result of defects in the Acrymax materials used on the project or because of defects in the workmanship of the Acrymax Approved Applicator. All projects where a system warranty is required must be pre-approved by Acrymax. The Acrymax system must be applied by an applicator approved by Acrymax to qualify for an Acrymax System Warranty and the Applicator must also provide a labor warranty covering their workmanship for a minimum of 2 years following completion of the installation. System warranties require payment of appropriate warranty fees. If the appropriately specified and properly applied roof membrane system leaks and if Acrymax determines that the cause of the leak was defective product supplied by Acrymax or in the workmanship of the approved applicator then Acrymax will repair or cause to have repaired the covered leak. The term of the warranty is determined by the particular type of roof that is covered with the Acrymax system and by the specific Acrymax system used. Warranties are available for 5, 10, or 15 years. Not all warranty terms are available for all Acrymax systems or roof types.

Obligations under an *Acrymax Roof Coating System Warranty* are limited by the specific terms and conditions detailed on the warranty document. Sample warranties are available by e-mailing Acrymax at warranty@acrymax.com or by calling 800-553-0523. To obtain a Labor and Material Warranty the following minimum requirements must be met:

Acrymax Roof Membrane - System Warranty Requirements

- 1. **Request for Project Acceptance:** Detailed project information is required to be submitted prior to start of project. No warranty will be issued on projects that have not been pre-approved for warranty by Acrymax.
 - a. Acrymax Project Information Form
 - b. Initial Conditions Assessment
 - c. Detailed Roof Drawings showing location of all equipment and penetrations
 - d. Digital pictures of project showing field of roof, penetrations, edge detail, equipment, and other components of the existing roof. The locations where pictures are taken must be noted on the roof drawing.
 - e. Adhesion test results if required.
- 2. Notice of Award: A notice of award must be submitted to Acrymax prior to start of application.
- 3. **Preparation:**
 - a. Tape test must be conducted after preparation and before application of coatings. Results must be submitted to Acrymax with job log.
 - b. An inspection by a representative of Acrymax to confirm that the preparation is suitable and appropriate may be required. Inspection fees may apply.
- 4. **Progress Inspections:** Certain projects may require progress inspections by a representative of Acrymax. Inspection fees may apply.
- 5. **Job Log**: A job log must be kept during application of the roof coating system. The following information must be submitted along with Request for Warranty Form at completion of application.
 - a. Dates of application including weather conditions
 - b. Description of preparation methods, special circumstances, and any occurrence affecting installation.
 - c. Digital photo documentation detailing all steps of the installation including preparation, application, and after final completion of the project.
- 6. **Final Inspection:** Inspection by an authorized Acrymax representative after completion of project is required. In general the cost of Final Inspection is included in warranty fee. However, special situations and re-inspections that may be required may be subject to additional fees
- 7. **Request for Warranty Form**: Must be submitted within 30 days of the completion date of the Acrymax roof membrane project.
- 8. **Fees**: All warranty and inspection fees must be paid prior to issuance of warranty. All costs for Acrymax materials supplied to the project must also be paid before warranty will be issued.
- 9. **Yearly Inspections**: Minimum once yearly *documented* inspection by a qualified inspector is required to keep system warranty in effect. *It is strongly recommended that the roof be inspected a minimum of twice per year and after major storms or other occurrences that may affect the performance of the Acrymax membrane system. Copy of inspection reports must be sent to Acrymax or made available to Acrymax upon request.*

Conditions and Limitations

The following conditions and limitations apply to the Acrymax Roof Membrane System Warranty. There are also additional conditions and limitations that are included in the warranty document.

Acrymax shall have no liability under any warranty unless owner shall first provide Acrymax with a written notice of leaks in the roofing system within 30 days of the discovery thereof. In all cases, such notice must be delivered to Acrymax warranty services department at 221 Brooke Street, Media, PA 19063. If, upon inspection by Acrymax, Acrymax determines that the leaks in the Acrymax Roofing System are caused by the workmanship of the Acrymax Approved Applicator or caused by defects in the Acrymax roofing materials, Owner's remedies and Acrymax liability shall be limited to Acrymax's repair of the leaks in the Acrymax Roofing System. Acrymax's obligation over the life of the warranty shall not exceed the owners original cost of the Acrymax materials supplied to the project.

Acrymax reserves the right to conduct inspections of any roof where an Acrymax roof membrane system is going to be installed at any time prior to start of the installation of the roof membrane system. If it determined at the sole discretion of Acrymax that any part of the roof to be coated is not in a suitable condition for installation of the Acrymax system, the applicator or owner shall be so informed and given the opportunity to correct the unsuitable conditions. If the unsuitable conditions are not corrected to the satisfaction of Acrymax then no warranty shall be offered or issued.

Acrymax also reserves the right to conduct inspections of any Acrymax membrane system project at any time prior to start of the installation of the roof coating system, during installation, or after final completion of the roof coating system. If it determined at the sole discretion of Acrymax that any part of the roof to be coated is not in a suitable condition for installation of an Acrymax system no warranty shall be made available, unless or until any necessary unsuitable conditions are corrected. Furthermore, if in the sole judgment of Acrymax the coating system has not been applied according to Acrymax specifications no warranty shall be issued until the coating system has been brought into compliance with Acrymax requirements. Any defects in the installation including failure to achieve minimum dry film thickness, failure to use reinforcement fabric as necessary, and any other defects in the installation as determined by Acrymax must be corrected to the satisfaction of Acrymax before warranty shall be issued. Any costs associated with bringing the coating system into compliance with all Acrymax requirements shall be the sole responsibility of the applicator.

Inspections by an Acrymax representative do not modify the responsibility of the applicator to complete work in accordance with all contract documents, specifications, and warranty requirements. Building owner responsibilities include repair of damage or correction of leaks in the Acrymax membrane that are necessitated by causes other than defects in Acrymax materials.

Acrymax shall not be liable for any consequential, indirect, or incidental damages of any kind, including damage to the interior or exterior of the building or building components. Mold growth that may occur as a result of any leaks in an Acrymax roof membrane system is specifically excluded from coverage under any Acrymax warranty. An Acrymax warranty gives you specific legal rights, and you may have other rights which vary from state to state.

No warranty shall be issued unless and until all suppliers of Acrymax materials used on the project have been fully paid.