



### SYSTEM WARRANTY

WARRANTY #: \_\_\_\_\_ DATE OF ISSUE: \_\_\_\_\_

COMPANY / BUILDING: \_\_\_\_\_

BUILDING ADDRESS: \_\_\_\_\_

BUILDING OWNER: \_\_\_\_\_

OWNER ADDRESS: \_\_\_\_\_

OWNER CONTACT: \_\_\_\_\_ PHONE #: \_\_\_\_\_

APPROVED TRUCO CONTRACTOR: \_\_\_\_\_

TRUCO SPECIFICATION: \_\_\_\_\_ SURFACE AREA: \_\_\_\_\_

APPLICATION DATES: BEGIN: \_\_\_\_\_ SUBSTANTIAL COMPLETION: \_\_\_\_\_

DATE OF ACCEPTANCE BY TRUCO: \_\_\_\_\_

TRUCO warrants to the Building Owner ("Owner") of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, TRUCO will cause to be repaired any leaks in the above identified TRUCO Roofing System ("System") installed by an TRUCO Authorized Roofing Applicator for a period of ( 10 ) years commencing from the above listed acceptance date of the TRUCO System. In no event shall this warranty extend beyond ( 10 ) years past the date of substantial completion of this System.

The System is furthered as TRUCO products, products supplied by TRUCO and TRUCO brand products: Rubber Roof Coating, Rubber Seam Compound, Rubber Deck Filler, Skylight Coating, Roofing Sealer, Liquid Roofing Membrane, RPM Polyester Mesh, Seam Tape, and any other TRUCO product utilized in this installation.

#### TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide TRUCO with written notice as reasonably practicable, but not more than ten (10) days after the discovery of any leaks in the System. Owner must send written notice of leaks to TRUCO's Technical Services Department at the address set forth on this Warranty. By so notifying TRUCO, the Owner authorizes TRUCO or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, TRUCO determines that the leak is caused by a defect in the System's warranted materials, or workmanship of the TRUCO licensed roofing applicator in installing the same, Owner's remedies and TRUCO's liability shall be limited to TRUCO's repair of the leak.
3. This warranty shall not be applicable, if, upon TRUCO's inspection, TRUCO determines that any of the following has occurred:
  - (a) The System is damaged by natural disasters, including, but not limited to, lightning, fire, animals, birds, insect infestation, earthquake, tornado, hail, hurricanes and gale force winds or
  - (b) The System is damaged by any intentional or negligent acts, accidents, misuse, positive pressure buildings, abuse, vandalism, civil disobedience, terrorism, the absence of positive drainage, cuts or punctures, or the like; or
  - (c) Deterioration or failure of building components, including, but not limited to, the structure, roof substrate, walls, mortar, HVAC units, non-TRUCO products, etc., occurs and causes a leak, or otherwise damages the System; or
  - (d) Acids, oils, harmful chemicals and the like come in contact with the System and cause a leak, or otherwise damage the System.
  - (e) Condensation or moisture infiltration to the System by preexisting, subsequent or intervening cause, not limited to, construction generated moisture, building use moisture, failure by building components adjacent to the System, latent defects of components adjacent to the System, or any other condensation or moisture infiltration occurring by reason of another party.
4. This Warranty shall be null and void, if any of the following shall occur:
  - (a) If, after installation of the System by an TRUCO licensed roofing applicator there are any alterations or repairs made on or through the roof, or objects such as, but not limited to, structures, fixtures, or utilities are placed upon or attached to the roof without first obtaining written authorization from TRUCO; or change of use, or
  - (b) Failure by the Owner to use reasonable care in maintaining the roof.
5. Only TRUCO brand products or products specifically supplied or marketing by TRUCO are covered by this warranty. TRUCO specifically disclaims liability under any theory of law, for damages sustained by non-TRUCO brand products.
6. During the term of the Warranty, TRUCO shall have free access to the roof during regular business hours.
7. TRUCO shall have no obligation under this Warranty until all warranty fees and charges are paid in full.
8. TRUCO's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
9. TRUCO shall not be responsible for fading or the cleanliness of discoloration of the System caused by environmental factors or Owner's building use such as, but not limited to: dirt, pollutants, natural or manufactured toxins, or any other biological agent.
10. This warranty nor any terms thereof, shall not apply to residential applications.
11. Liabilities and obligations of TRUCO hereunder shall be limited to the repair or replacement of products supplied by TRUCO found to be causing leaks.
12. This warranty shall be nontransferable and not applicable to any subsequent owner, without prior TRUCO approval.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. TRUCO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW. THIS IS A COMMERCIAL CONTRACT THAT CAN ONLY BE MODIFIED BY A TRUCO CORPORATE OFFICER. DISPUTES WHICH ARISE OUT OF THIS WARRANTY OR TRUCO PRODUCTS INSTALLED, SHALL BE SETTLED IN THE IOWA DISTRICT COURT OF DALLAS COUNTY, IOWA AND GOVERNED BY IOWA LAW.

BY: \_\_\_\_\_ AUTHORIZED SIGNATURE

TITLE: President & CEO

**INLAND COATINGS HOLDINGS, LLC.**

P.O. Box 247, Adel, Iowa 50003-0247

THIS WARRANTY EXPIRES: \_\_\_\_\_

