

Enduris™ Roof Coatings Labor & Material Warranty

Warranty Number			
Project Description			
Project Address			
Project Owner Name			
Project Owner Address			
Project Owner Phone & Email			
Applicator Name			
Applicator Address			
Applicator Phone & Email			
Product Used	Enduris 3525	Warranty Period	10/15/20 years from Warranty Start Date
Coating Thickness	21/28/36 mils	Warranty Start Date	XX/XX/20XX
Roof Area		Warranty End Date	

Warranty

Subject to the conditions, exclusions, and limitations set forth in this document, Momentive Performance Materials USA LLC ("Momentive") warrants to the Project Owner indicated above that, for the duration of the Warranty Period indicated above, the Enduris roof restoration coating (the "Coating") will be leak free against rain, snow, or other precipitation (the "Warranty"). This Warranty only applies when the Coating is installed by an Authorized Applicator ("Applicator").

Project Owner acknowledges that Project Owner is responsible for the maintenance of the roof. Additionally, Project Owner acknowledges that a signed Maintenance Agreement with an Authorized Applicator is required for the full term of the Warranty. Failure to maintain the roof, have a Maintenance Agreement, and provide complete records (if requested by Momentive) per the MPM Maintenance Inspection Checklist may void the Warranty.

Maintenance inspections must be performed at least two times per year and must include all items required by the MPM Maintenance Inspection Checklist provided by Momentive. Any issues effecting the coating identified during inspection must be repaired by the Project Owner within 30 calendar days of the inspection. If the Project Owner fails to cause the repairs to be made to the reasonable satisfaction of Momentive within 30 days from the date of the inspection, the Warranty may be voided.

Contact Momentive at roofwarranties@momentive.com if necessary to find an Authorized Applicator in your area. Project Owner authorizes and permits Momentive, the Applicator, or a Momentive third-party inspector (determined at Momentive's sole discretion) to inspect the property (i) at various intervals during the Warranty and (ii) before any modifications, alterations, repairs, or other changes to the Project's roof are made. Any issues identified during these inspections that are not covered by the Warranty must be repaired within 30 days of written notice to the Project Owner to the reasonable satisfaction of Momentive. Failure of the Project Owner to cause such repairs to be made may void the Warranty.

Project Owner agrees to use the MPM Roof Access Log to track any access to the roof for any reason at any time.

Warranty Claim Filing Procedures and Remedies

Immediately upon discovery of any claimed failure of the Coating, but in no case longer than 30 days from discovery, the Project Owner must notify both the Applicator and Momentive Warranty Administration at roofwarranties@momentive.com or 800-428-7964. Project Owner must promptly follow any verbal notice with a written notice to the Applicator and Momentive, as instructed. Within 48 hours of a request, the Project Owner will provide to Momentive all maintenance records and roof access logs dating back to the commencement of the Warranty. Failure to notify Momentive Warranty Administration in writing of any claimed failure of the Coating within 30 days of discovery or refusal to provide all maintenance records and roof access logs will void the Warranty.

Project Owner acknowledges that filing a claim authorizes Momentive, a third-party inspector chosen by Momentive, and/or an Applicator to investigate the Warranty claim. If the claim is determined not covered by the Warranty, Project Owner is responsible for the cost to investigate the Warranty claim. Momentive charges a minimum of \$500 plus documented travel expenses for inspection of a Warranty claim. Project Owner should be aware that there may also be fees and costs charged by a third-party inspector and/or the Applicator for which Project Owner is solely responsible. Project Owner's failure to pay any fees and costs associated with the inspection of a Warranty claim when due will void the warranty.

Project Owner shall be responsible for all costs to move and/or remove any rooftop equipment or above-membrane material, temporary or permanent, to permit the Warranty claim to be investigated or to make any repairs.

If Momentive determines that the Warranty claim is valid, Momentive shall pay for the necessary incidental material and labor costs required for repairs, up to a maximum lifetime amount equal to \$1.00 USD per square foot of the total warranted roof area. The cost of Momentive Coating required to make repairs is not included in the \$1.00 USD per square foot total limit. An Applicator is the only party authorized to make repairs. The foregoing represents Project Owner's sole and exclusive remedy for breach of Warranty or claims related to the Coating. Momentive has no liability for any alleged or actual negligence or willful misconduct of an Applicator or other third party. Provided a Warranty claim is filed timely, Momentive's Warranty obligation to replace and repair shall not extend beyond the Warranty End Date. Project Owner is responsible for, and Momentive will have no liability for, inspection and repair costs related to any causes not covered by the Warranty.

Exclusions and Limitations

Momentive shall not be responsible or liable under this Warranty for leaks caused by:

1. Fire, cracks, blisters, delamination, deficiencies, openings, or any other defect or failure in the underlying roofing system or substrate onto which the Coating is installed; damage to the roof assembly, substrate, or structure resulting from lack of positive, proper, or adequate drainage; settling, distortion, or other failure of the building structure; faulty, defective, or improper building or structure design; or materials manufactured by any other manufacturer unless specifically accepted and approved by Momentive in writing in advance of installation.
2. 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.
3. Water from condensation that accumulates under the Coating. Leaks in plumbing or air conditioner condensation pans or piping. Condensation or moisture infiltration through walls, windows, doors, copings, or building structure.
4. Natural causes including, but not limited to, damage as a result of Acts of God such as flooding, lightning, winds exceeding 55 mph, hail, hurricanes, tornadoes, earthquakes, or other extraordinary or unusual weather events.
5. Movement and settling of the building, building components, or roof structure and assembly.
6. Vandalism; physical abuse; damage created by wind driven objects and debris, air/moisture/water penetration through pinholes or cracks or joint areas in the structure not adequately treated or finished; damage or attacks by third parties, foreign objects, or agents, including plant or animal life.
7. Alterations or additions to, encroachments upon, or erection of structures or installation of vegetated features on the roofing system unless performed by Applicator and approved in advance in writing by Momentive; or any use of the roofing system other than for its intended purpose.
8. Damages caused by existing or newly installed over-structures or overburdens (e.g., solar panels, HVAC equipment, telecommunication dishes or antennas, etc.).
9. Installation of the Coating over cold storage or freezer buildings or buildings with high humidity conditions, or other conditions that can result in moisture migration from the building interior or other building component.

10. 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 and damaging materials of any other type such as greases, cleaners, and oils.
11. Failure of the Project Owner to enact and use reasonable care in maintaining the roof including documenting adherence to the MPM Maintenance and Inspection Checklist provided with this Warranty and failure to maintain accurate roof access logs and providing such records to Momentive within 48 hours of a request.
12. Color changes (e.g., fading, staining) or natural weathering due to the accumulation of dirt or other contaminants deposited on the roof from the atmosphere or from incompatible substrates.
13. Any repairs to the Coating or the underlying roofing system made by an unauthorized applicator or any nonMomentive approved personnel, or repairs to the Coating or the underlying roofing system that are not reasonably approved by Momentive. Except for "emergency" situations, any repairs made by an unauthorized applicator or non-Momentive approved personnel will void this Warranty. For this section only, an "emergency" is defined as any warrantable deficiency within the control of the Project Owner that, if not attended to immediately, would likely result in imminent and substantial damage to the Project, or would likely represent an imminent and substantial risk to the health and safety of its occupants. Momentive must be promptly notified in writing of any "emergency" repairs to the Coating or the underlying roofing system.
14. The specific areas of the roof detailed as follows, which are excluded from warranty coverage:

Momentive architectural coatings (Optic™ and Silshield™) are excluded from this Warranty.

Failure by Momentive to enforce any of the provisions or terms of this Warranty shall not be considered a waiver of such provisions or terms, and Momentive reserves the right to enforce any or all of these terms.

MOMENTIVE SHALL NOT BE LIABLE FOR, AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR, ANY DAMAGE TO THE STRUCTURE, CONTENTS OF THE STRUCTURE, OR ANY OTHER PROPERTY, INJURY TO PERSONS, OR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. THIS LIMITED WARRANTY IS IN LIEU OF, AND MOMENTIVE EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER STATUTORY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. MOMENTIVE SHALL NOT BE LIABLE FOR ANY ATTORNEY FEES OR OTHER COSTS ASSOCIATED WITH ANY ATTEMPT TO ENFORCE THE TERMS OF THIS WARRANTY.

Transfer of Warranty

This Warranty is transferable one time to a new owner of the Project as follows: (1) Momentive is notified within 30 days of the sale date of the property; (2) Momentive is satisfied that the intended use of the property will not impair the Coating; (3) Momentive receives, if requested, of all roof maintenance records and roof access logs; (4) Momentive receives a roof inspection report, if requested; and (5) Momentive acknowledges and agrees in writing to the transfer of this Warranty to the new Project Owner. During the Warranty transfer request and process, Momentive reserves the right to modify the Warranty (i) by converting it from a Labor and Material Warranty to a Product Warranty or (ii) to exclude specific areas of the roof. A transfer fee will apply. Any requested Warranty transfer must meet these requirements and be registered with Momentive or the Warranty will be void and the transfer will not occur.

Governing Law

The law of the State of New York (USA) shall govern this Warranty without application of its choice of law or conflicts of law provisions. Any action related to this Warranty must be brought in the State or Federal Courts located in the State of New York (USA).

This Warranty is not in effect until signed by the Applicator, Project Owner, and Momentive. Momentive shall have no obligation under this Warranty during any period when Project Owner has any outstanding invoices for materials, installation, services, or warranty fees owed to Momentive, a supplier of Momentive's material, or an Applicator.

Applicator Name:	Date:
Signature:	Title:

Building Owner Name:	Date:
Signature:	Title:

Momentive Performance Materials USA LLC	Date:
Signature:	Title:

Enduris™ Roof Coatings Labor & Material Warranty

Owner Care & Maintenance Information Sheet

You have made a significant investment in your roof. To aid your roof's longest life, best performance, and to maintain Warranty coverage, routine maintenance is required. The following items are offered to assist you in maintaining the waterproof condition of your roof for many years and must be followed to keep your Warranty in force. Failure to properly maintain your roof and to keep appropriate records related to such maintenance may void your warranty.

Be advised that many MPM Authorized Applicators offer roof maintenance programs. Inquire with your Authorized Applicator for additional information.

It is in the owner's best interest to have the applicator who installed the Enduris renovation coating as the applicator who does maintenance on the roof. If the Authorized Applicator who installed your Enduris renovation coating does not offer a maintenance agreement, contact the Momentive Warranty Department to locate an Authorized Applicator who does.

The roof should be inspected twice a year (e.g., Spring/Fall) and after severe storms. Follow the Enduris Roof Maintenance Checklist. Items on the checklist include, but are not limited to:

1. **DEBRIS:** Remove all debris from the roof. Cut back trees and vegetation that hang over the roof.
2. **DRAINAGE:** Roof slope must allow water to flow off the roof and avoid overloading the roof with ponded water. All drain areas should remain clean and free of debris to allow water to properly flow to the drain.
3. **ROOF MAINTENANCE ITEMS:** Counter-flashings, metal curbs, drains, equipment and curbs, skylights/roof hatches, pipes, etc. must be properly maintained and kept in a sealed and watertight condition at all times. Emergency repairs can be made with a 100% silicone sealant or patch material, such as Enduris™ Liquid Flashing, SWS Sealant, or any SilPruf™ Sealant that is fully compatible with the Enduris coating. **Do not use roofing cement or other sealants that are incompatible with silicone.** Notify momentive performance materials and the authorized applicator **in writing** in advance of any such repairs. Failure to notify mpm and the authorized applicator may void the warranty.
4. **NATURAL OCCURRENCES AND VANDALISM:** Damage as a result of Acts of God or damage or attacks by third parties, foreign objects or agents, including plant or animal life. Temporary repairs can be made per #3 above. Notify MPM and the Authorized Applicator **in writing** in advance of any such repairs.
5. **WALKWAYS:** Walkways must be installed and utilized if there is regular foot traffic and/or if rooftop equipment requires regular maintenance. Contact MPM or the Authorized Applicator for specific recommendations. Exercise **caution** when walking on the roof, as ice or wet areas may be slippery and not be readily visible.
6. **NEW EQUIPMENT:** If new equipment is to be installed (i.e., HVAC units, TV antennas, solar panels, etc.) or if any other **physical** alterations will be made to your roof, **you must** contact the Authorized Applicator and Momentive Warranty Administration at roofwarranties@momentive.com in writing **before proceeding**.
7. **CHEMICALS:** Be aware of chemicals that may be deposited on the coating from air conditioning service or emissions from manufacturing operations. Contact Momentive for chemical compatibility with silicone rubber.

IF YOU EXPERIENCE A LEAK - CHECK FOR THE OBVIOUS ITEMS

Make sure that the leak is **not** caused by faulty or defective plumbing, metal duct work, skylights, roof hatches, curbs, or other items **before** contacting the Authorized Applicator. Once you are reasonably sure that a problem with the roof materials is the potential cause of the leak, immediately contact the Authorized Applicator and Momentive Warranty Administration.

Please remember that **the cost to move or remove overburdens/structures on the roof to investigate and/or repair a leak is the sole responsibility of the building owner.** In addition, the cost of investigation and repair of leaks outside the scope of the warranty is the sole responsibility of the owner.

siliconesforbuilding.com

roofwarranties@momentive.com | 800-428-7964

Before purchasing or using any Momentive products, please visit www.siliconeforbuilding.com/LegalDisclaimer to view our full product and sales disclaimer. The use of the "TM" symbol designates registered or unregistered trademarks of Momentive Performance Materials Inc., or its affiliated companies. Copyright 2024 Momentive Performance Materials Inc. All rights reserved.

REV: 02/24



Licensed
Partner