



## *FIVE (5) YEAR LIMITED PRODUCT WARRANTY*

Name of Project		Date	
Address	City	State	Zip
Owner's Representative	Contact Name	Title	
Contractor			
Address	City	State	Zip

TRESCO warrants to the Building Owner for a period of five (5) years from the date of completion that ROOFGUARD will not leak water due to deterioration as the result of ordinary weathering. If the coating leaks as a result of ordinary weathering, TRESCO will provide sufficient ROOFGUARD product to repair the leaks. This Warranty is expressly conditioned upon the Approved Applicator's obligation to apply the coating material in strict accordance with TRESCO'S current published instructions covering surface preparation, coating application and precautions.

TRESCO's liability to the Building Owner for any defect, failure, or deficiency which is covered by this warranty shall be expressly conditioned upon the Owner's obligation to notify TRESCO within ten working days of the date that Owner discovers the defect. TRESCO shall then have the right to immediately inspect the defect, and if not given this right, the Warranty shall be terminated.

**Leaks resulting from the following are expressly excluded from this Warranty:**

- Damage caused by roof debris not associated with the Tresco approved Contractor's installation.
- Tresco shall not be responsible for the building owner's duty to maintain a clean roof structure (including leaves and other recurring debris).
- Water infiltration from any portion of the building structure not a part of the roofing system.
- Metal separation, movement, or deterioration adjacent to or built into the roofing membrane or base flashing.
- Chemical attacks on the membrane.
- Damage caused by the acts or omissions of owner or third-parties, accidents, or misuse, including but not limited to: vandalism, fire, explosion, civil disobedience, or acts of war.
- Acts of God including, but not limited to: floods, lightning, hail, earthquakes, wind damage (including damage from flying objects) where wind up-lift exceeds Factory Mutual's I-90 Standard or the wind up-lift design of any underlying roof system.
- Modifications to the roof system made without the written consent of Tresco.
- Modifications to the roof system made by other than a Tresco approved Contractor.
- Failure of the building or roof design or construction.
- Tresco shall not be liable for any special, indirect, incidental, or consequential damages: including damage to the building, its contents, or occupants.
- To obtain warranty coverage in the event of a leak in the roofing system, the building owner shall notify Tresco, in writing, as soon as the leak is discovered and in no case later than within ten (10) calendar days after discovery of the leak.



- The owner is responsible for any costs incurred by Tresco if any leak is determined not to be covered by this Agreement.
- This agreement is assignable to a subsequent building owner only upon written approval of Tresco.
- This agreement shall be governed by and construed in accordance with the laws of the State of California.
- If Coating Applicator fails to make payment to TRESKO and/or its Distributor, this Warranty shall be void.
- TRESKO will not be liable for any direct, indirect, consequential, incidental, special, or general damage of any kind from whatever cause which may arise as the result of deterioration of coating, except to supply all TRESKO coatings material in accordance with the Warranty. This is the sole warranty issued by TRESKO and is in lieu of all other warranties, express or implied, including warranties of merchantability or fitness for a particular use.
- This Warranty is effective upon receipt of fully executed copy at TRESKO PAINT MFG. CO., INC., 21595 Curtis Street, Hayward, CA 94545, fully filled out including issue number, executed by an authorized officer of TRESKO, the Approved Applicator and the Owner.

**TRESKO PAINT MFG. CO.**

21595 CURTIS ST., HAYWARD, CA Authorized Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Issue Number:\_\_\_\_\_ Date:\_\_\_\_\_

**Applicator**

Authorized Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

**Owner's Representative**

Authorized Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

This Warranty is valid when executed by all parties and is on file at TRESKO's Warranty Department, Hayward, CA.