



LIQUID-APPLIED 10-YEAR LIMITED WARRANTY (FOR ROOF DECKS AND BALCONIES)

OWNER

NAME AND TYPE OF BUILDING

ADDRESS OF BUILDING

AREA SQ. FEET	PRODUCT NAME(S) AND LOT NUMBER(S)
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APPLICATOR: _____ TELEPHONE NO. _____

DATE OF COMPLETION	ADDRESS
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THE WARRANTY

Epilay warrants to you, the original owner of the building described above, that the Protectokote HU-100 installed on a roof deck or balcony (the "Deck") will not contain a manufacturing defect that results in a leak for ten years following the completion of installation in accordance with the published application instructions as long as the Epilay Products were installed during the shelf life set forth on the product label or container.

EXCLUSIVE REMEDY

Epilay's sole responsibility for breach of this limited warranty is to provide replacement material for that portion of the Epilay Products that leak as a result of a manufacturing defect or, at Epilay's sole option, the cash value of said Epilay Products. Decisions as to the extent of replacement products required will be made solely by Epilay. The remedy under this limited warranty is available only for that portion of the Epilay Products actually exhibiting defects at the time of settlement. The replacement Epilay Products, as well as any remaining original Epilay Products, will be warranted only for the remainder of the original warranty period.

NOTIFICATION OF CLAIM

In the event of a leak caused by a manufacturing defect, you **MUST** notify Epilay in writing — either by email (preferred) at SALES@EPILAY.COM or by postal mail to Epilay Inc 21175 S. Main St E1 Unit C, Carson, CA 90745 — **and** provide proof of purchase, product name(s), lot number(s), and application date within **30 days** after your discovery of the leak. **NOTE:** Notice to your contractor or distributor is **NOT** notice to Epilay. Within a reasonable time after proper notification, Epilay will evaluate your claim and resolve it in accordance with the terms of this warranty. Epilay may require you to submit, at your expense, samples of your Epilay Products for testing and photographs. You should retain this document as well as the product name(s) and lot number(s) for your records in the event that you need to file a claim.

EXCLUSIONS FROM COVERAGE

This limited warranty does **NOT** cover conditions other than leaks. This limited warranty also does **NOT** cover leaks caused by any of the following:

- Damages to the Epilay Products resulting from anything other than an inherent manufacturing defect in the Epilay Products, such as (a) faulty application or application that is not in strict accordance with Epilay published application instructions, including surface/ substrate preparation; (b) chemical attack on the Epilay Products including, but not limited to, exposure to grease, oil, or solvents; (c) settlement, movement, or defects in the building, walls, foundation, or substrate material used as a base over which the Epilay Products were applied; (d) defects in the design of the building; (e) improper or inadequate maintenance; (f) improper installation or failure of any non-Epilay materials, including pre-existing coatings; (g) use of materials that are incompatible with the Epilay Products; or (h) architectural, engineering, or design defects or flaws in the Deck or building.
- Damage to the Epilay Products resulting from causes beyond normal wear and tear, such as (a) unusual weather conditions or natural disasters, including but not limited to, hail, floods, hurricanes, lightning, tornadoes, and earthquakes; or (b) improper storage or handling of the Epilay Products.
- Conditions that prevent positive drainage or areas of the Deck that pond water.
- Any change in the color of the Epilay Products, including, but not limited to, fading.
- Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse, or the like.

No representative, employee, or agent of Epilay, or any other person, has the authority to assume any additional or other liability or responsibility for Epilay unless it is in writing and signed by an authorized Epilay Field Services Manager or Director. Epilay shall not be responsible for any change or amendment to the Epilay specifications used in the application of the Epilay Products unless approved in writing by an authorized Epilay Field Services Manager or Director.

This limited warranty **MAY BE SUSPENDED OR CANCELLED IF THE DECK IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity or watertightness of the Deck.**

NON-ASSIGNABILITY

The limited warranty is **NOT TRANSFERABLE OR ASSIGNABLE** by contract or by operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of Epilay, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In **NO** event shall Epilay be liable for any **CONSEQUENTIAL OR INCIDENTAL DAMAGES** of any kind, including, but not limited to, interior and exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this warranty shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This warranty shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

NOTE: Some states do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EFFECTIVE DATE

This limited warranty is effective for products installed within the United States, Canada, and Mexico after August 1, 2024.