

Firestone

White AcryliTop PC-100

Surface Reflectance Limited Warranty

Warranty No: {ins#0}

FBPCO # {ins#1}

Square Footage: {ins#2} s.f.

Building Owner: {ins#3}

Building Identification: {ins#4}

Building Address: {ins#5}

Warranty Period Of: FIVE (5) Years. Beginning on: {ins#6}

Roofing Contractor: {ins#7}

For the warranty period indicated above, Firestone Building Products Company ("Firestone"), a division of BFS Diversified Products, LLC, a Delaware limited liability company, warrants to the Building Owner ("Owner") above that Firestone will, subject to the Terms, Conditions and Limitations, set forth below, warranty that the AcryliTop PC-100 white coating applied to the Firestone RubberGard Membrane will maintain a reflectance rating of .50 when tested in accordance with the Environmental Protection Agency's "Energy Star" program for a period of five (5) years from the date of installation of the coating. The method of testing will be with a DEVICES & SERVICES COMPANY SOLAR SPECTRUM REFLECTOMETER Model SSR-ER, Version 5.0 or equivalent as recommended by the Cool Roof Rating Council.

TERMS, CONDITIONS AND LIMITATIONS

1. The AcryliTop PC-100 coating must be installed per Firestone Specifications, including the cleaning of the membrane using Firestone's Membrane PreWash™.
2. Any reflectance testing of the completed system during the duration of this warranty will be completed at the expense of the building owner by an independent laboratory familiar with the testing parameters set forth in the Energy Star program.
3. The Owner must give written notice to Firestone within thirty (30) days of any claim against this warranty. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate at its option. (a) If upon investigation, Firestone determines that the reflectance value of the PC-100 coating is below .50 as a result of ordinary exposure to the elements, the Owner's sole and exclusive remedy and Firestone's liability shall be limited to the supply of replacement AcryliTop PC-100 material sufficient to replace the affected area of coating. (b) Should the investigation reveal that a reflectance value of the coating below .50 is caused by something other than ordinary exposure to the elements, investigation costs must be paid by the Owner. Failure by Owner to pay for these costs shall render this Warranty null and void. If the cause is determined by Firestone to be outside the scope of this Warranty, Firestone will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense, which, if the Owner properly makes, will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to make these repairs in a reasonable manner and within a reasonable time shall render this Warranty null and void. (c) Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
4. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the system.
5. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if the surface reflectance is below .50 and is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, winds, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, which damages the membrane or which damages the coatings ability to provide a minimum reflectance of .50 (c) Failure by the Owner to use reasonable care in maintaining the coating, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Warranty titled "Building Envelope Care and Maintenance Guide"; (d) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the coating, which damages the coating, or which impairs the coating's ability to maintain the .50 reflectance rating; (e) The architecture, engineering, construction or design of the roof, roofing system, or building; (f) A change in building use or purpose; (g) Failure to give proper notice as set forth in paragraph 3. above.
6. This Limited Warranty shall be transferable subject to Firestone inspection, written approval, and payment of the current transfer fee.
7. During the term of this Warranty, Firestone, its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Failure by Owner to pay these costs or to deny roof access to Firestone shall render this Limited Warranty null and void until such costs are paid in full.
8. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
9. This Limited Warranty shall be governed and construed in accordance with the laws of the State of Indiana without regard to conflict of laws.
10. This Limited Warranty does not cover membrane, flashings, seams, adhesives, sealants or workmanship.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY

By: **James Hoff**

Authorized

Signature: _____

Title: **VP of Quality, Technology & Product Development**

BUILDING ENVELOPE CARE AND MAINTENANCE GUIDE
(Recommendations for Buildings with a Firestone Surface Reflectance Limited Warranty)

Congratulations on your purchase of a Firestone Surface Reflectance Limited Warranty for your building! Your building is a valuable asset and as such should be properly maintained. **All building envelope components require periodic attention to perform as designed and to protect your investment.**

1. The building envelope, including the roof, should be inspected at least twice yearly (in the Spring and Fall), and after any severe storms. Record maintenance procedures as they occur. Log all access times and parties working on the roof.
2. Although Firestone roofing membranes are designed to accommodate moderate levels of standing water, the weight of standing water, ice or snow on a roof may exceed building structural design loads. As a consequence, good roofing practice suggests that water not be allowed to remain on the roof for more than 48 hours after a rainfall. Roofs should have slope to drain and all drain areas should remain clean. Bag and remove all debris from the roof since such debris can be quickly swept into drains by rain. This will allow for proper water run-off and avoid overloading the roof with standing water.
3. The Firestone Coating System should not be exposed to acids, solvents, greases, oil, fats, chemicals and the like. If the Firestone Coating System is subject to contact with any such materials, contact Firestone immediately.
4. The Firestone Roofing System is designed to be a waterproofing component -- not a traffic-bearing component - of the building envelop. If there is to be roof traffic for any reason, contact Firestone or your Firestone Licensed Applicator for the installation of acceptable protective walkways.
5. Verify that the PC-100 coating remains intact where water may pond for more than 48 hours or where there is occasional traffic on the roof surface. This warranty does not cover the coating in areas where there is ponding water or where the coating has been worn away or damaged by traffic.
6. Should you have a claim against this warranty Contact Firestone Warranty Services at 1-800-830-5612 immediately.
7. This warranty does not cover labor or workmanship.

Firestone feels that the preceding guidelines will assist you, the building owner, in maintaining the Firestone AcryliTop PC-100 coating for many years. **Remember, this is an investment.** To maximize your return on this investment, appropriate care is essential.