

Limited 10 Year Warranty Agreement
NanoTech Inc. Cool Roof Coat



COVERED PRODUCT:

Nano Shield Cool Roof Coat Cool Roof Coating,
Model Number: _____, Serial Number: _____

BUYER:

Name: _____
Address: _____, _____, _____

THE WARRANTY AND WARRANTY TERM

NanoTech Inc. (NanoTech) warrants to you that the Nano Shield Cool Roof Coat (the Product) will not leak as a result of a manufacturing defect for a period of 10 years after installation subject to the limitations in this Limited Warranty and as long as:

- the Product is installed in accordance with the Nano Shield Cool Roof Coat Technical Manual (Technical Manual) in effect at the time of installation; and
- The Product is installed within 12 months of the manufacture date of the Product as indicated by the date code and lot number on the Product bucket and subject to the limitations set out below.

The NanoTech Inc. Nano Shield Cool Roof Coat Technical Manual is incorporated by reference into this Limited Warranty.

WHO IS COVERED BY THIS LIMITED WARRANTY: LIMITATIONS ON TRANSFERABILITY AND ASSIGNABILITY

You are covered by this Limited Warranty if (a) you are the NanoTech Certified Contractor installing the Product and the installation is ongoing; (b) you are the original owner of the property on which the Product is installed and the installation is complete; or (c) you are the subsequent owner of the property on which the Product is installed and NanoTech Inc. approves transfer or assignment of this Limited Warranty to you following an inspection of the property by NanoTech Inc. or a designated NanoTech Inc. agent. NanoTech reserves the right, at its sole discretion, to deny transfer or assignment of this Limited Warranty based on the inspection.

This Limited Warranty is not otherwise transferable or assignable by contract or by operation of law, either directly or indirectly.

WARRANTY ELIGIBILITY REQUIREMENTS

1. To obtain the limited systems warranty, the Product must be installed by a NanoTech Certified Contractor in accordance with the Technical Manual.

2. NanoTech Certified Contractors must perform the following tests prior to installation and undertake any corrective action indicated by the test results:
 - a. Complete pre-installation remediation report with Nano Shield certified inspector in accordance with the Technical Manual and remediate the roof appropriately per the report.
 - b. When the inspection report deems it necessary, complete a moisture survey of the substrate in accordance with the Technical Manual, undertake any corrective action indicated by the survey, and provide proof that the roof is free of moisture issues in accordance with the Technical Manual.
 - c. Complete a successful adhesion test on the roof in accordance with the Technical Manual.
3. For roof remediation required prior to coating, NanoTech Certified Contractors must provide documentation proving that they used ancillary system products from the below NanoTech approved list.
4. NanoTech Certified Contractors must perform the following tests during installation in accordance with the Technical Manual:
 - a. Check mil gauge thickness every third square to confirm adherence to thickness specifications in accordance with the Technical Manual.
 - b. Check mil gauge thickness each time the substrate changes to confirm adherence to thickness specifications in accordance with the Technical Manual.

WARRANTY EXCLUSIONS

This Limited Warranty does NOT cover leaks or other conditions that NanoTech, in its sole discretion, finds to be caused by any of the following:

1. Improper workmanship in applying the Product or any other roof component.
2. Lack of roof maintenance.
3. Unusual weather conditions or natural disasters, including, but not limited to, wind in excess of 55 miles per hour, hail, floods, hurricanes, lightning, tornadoes, and earthquakes.
4. Damage due to:
 - a. movement or cracking or other failure of the roof deck or building;
 - b. improper installation or failure of any materials used in any roof base or insulation or materials other than the Product;
 - c. infiltration or condensation of moisture through the walls, copings, building structure, or surrounding materials;
 - d. expansion or contraction of any counterflashing or metal work;

- e. chemical attack on the Product including, but not limited to, exposure to grease and oil;
 - f. use of materials that are incompatible with the Product;
 - g. improper preparation of the substrate over which the Product is installed; or
 - h. architectural, engineering, or design defects or flaws.
5. Installation of the Product over buildings with high humidity conditions unless approved by a NanoTech certified inspector.
 6. Conditions that prevent positive drainage or areas of roof that pond water.
 7. Any condition that is not in strict accordance with application instructions from the Technical Manual.
 8. Traffic of any nature on the roof outside of installation and routine inspection and repairs (excludes designated walk pads).
 9. Impact of foreign objects, including damage caused by objects blown onto the roof by wind.

NOTIFICATION OF CLAIM

In order to report a claim, within 30 days after discovery of a leak, the NanoTech Certified Contractor, original owner of the property, or subsequent owner of the property to whom this Limited Warranty has been transferred subject to the requirements set forth above MUST notify NanoTech in writing by email at info@thenanoshield.com and provide proof of purchase, proof of application date, and proof that the owner making the claim owns the subject property.

The property owner providing notice to its contractor does NOT constitute notice to NanoTech. Within a reasonable time after proper notification, NanoTech will evaluate your claim and resolve it in accordance with the terms of this Limited Warranty. NanoTech may require the claimant to submit, at its sole expense, photographs of the reported problem and samples of the claimant's Product for testing. The claimant should retain this document as well as the proof of purchase and lot numbers from the packaging for its records in the event that it need to file a claim.

EXCLUSIVE REMEDY

In the event of a leak that NanoTech finds, in its sole discretion, to be caused by a manufacturing defect of the Product during the warranty term, NanoTech's sole responsibility is to provide (1) replacement Product for that portion of the Product that NanoTech finds, in its sole discretion, to leak as a result of the manufacturing defect and (2) the labor necessary to install the replacement Product, not to exceed the cost of installation. The extent of replacement Product required will be made solely by NanoTech Inc. The labor claim paid will be made solely by NanoTech and will not exceed the original cost of installation. NanoTech reserves the right, at its sole discretion, to provide a monetary refund instead of replacement Product.

Installed replacement Product is subject to this Limited Warranty for the remainder of the original warranty period. Installed replacement Product does not extend or otherwise modify the warranty period for the replacement Product or any remaining Product unaffected by the replacement installation.

ADDITIONAL LIMITATIONS AND EXCLUSIONS OF WARRANTY

Repair or replacement of the roof deck or other roof-related materials other than the Product is NOT included.

Ancillary system components needed from the below list are NOT included within the scope of this Limited Warranty.

Nanotech's MAXIMUM LIABILITY is the original cost of the Product and Product installation only.

DISCLAIMER OF ALL OTHER WARRANTIES

Except as otherwise expressly stated in this Limited Warranty, no other representation or warranty, express or implied, is made. NANOTECH INC EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No person or organization is authorized to alter this warranty on behalf of NanoTech Inc, either orally or in writing. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

ADDITIONAL EXCLUSION/LIMITATION OF DAMAGES, LIABILITY, AND REMEDY

THE ABOVE-MENTIONED STATES NANOTECH'S ENTIRE AND EXCLUSIVE LIABILITY AND THE ORIGINAL INSTALLER AND OWNER OF THE PROPERTY'S EXCLUSIVE AND SOLE REMEDY FOR ANY DAMAGES OR CLAIM MADE IN CONNECTION WITH THE SALE, PURCHASE, OR USE OF THE PRODUCT. NANOTECH SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, AND SUCH SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. No representative, employee, or agent of NanoTech Inc., or any other person, has the authority to assume any additional or other liability or responsibility for NanoTech. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion 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.

ARBITRATION AND CHOICE OF LAW

This Limited Warranty will be governed by and construed in accordance with the internal laws of the State of Texas. Any controversy or claim arising out of or relating to this Limited Warranty, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Claims shall be heard by a panel of three arbitrators. Within thirty (30) days after the commencement of arbitration, NanoTech and the Buyer or NanoTech Certified Contractor, as applicable, shall select one person to act as arbitrator and the two selected arbitrators shall select a third arbitrator within thirty (30) days of their appointment. If the arbitrators selected are unable or fail to agree

upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitrators shall be neutral and shall be attorneys with at least fifteen (15) years' experience or a former judge. The place of arbitration shall be Harris County, Texas. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages. Neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties.

SEVERABILITY

If any requirement, limitation, disclaimer, or exclusion of this Limited Warranty is found to be unenforceable for any reason, all other requirements, limitations, disclaimers, and exclusions shall remain enforceable to the fullest extent permitted by law.

NANOTECH INC. APPROVED ANCILLARY SYSTEM PRODUCTS

a) GAF HydroStop

- i) GAF United Cleaning Concentrate
- ii) GAF Acrylex 400 Primer
- iii) HydroStop Fabric and HydroStop Premium Foundation Coat

b) Henry Dura-Brite

- i) Henry 296 ElastoTape Repair Fabric
- ii) Henry 289 White Roofing Sealant – Elastomeric
- iii) Henry 107 Asphalt Emulsion Sealer & Dampproof

c) Mule-Hide

- i) 115 Cleaner
- ii) A-125 Metal Roof Primer
- iii) A-300 Base / A-300 Base TPO
- iv) A-200 Flashing Grade

d) GacoFlex

- i) GacoFlex GacoWash Concentrated Cleaner
- ii) GacoPrime LVOC Primer or GacoFlex E5320 Primer
- iii) GacoFlex 66s Reinforcing Polyester Mesh Tape or GacoFlex AF4700 Acrylic SeamSeal
- iv) CertainTeed SMARTCOAT
- v) Smartcoat 100 Roof Wash

vi) Smartcoat 200 Asphalt Bleed Blocker

vii) Smartcoat 210 Universal Primer

viii) Smartcoat 300/301/370 Sealant