



PRODUCTS WARRANTY

WARRANTY #:	DATE OF ISSUE:
COMPANY / BUILDING:	BUILDING ADDRESS:
BUILDING OWNER:	OWNER ADDRESS:
OWNER CONTACT:	CONTRACTOR PHONE #:
APPROVED TRUCO COATINGS CONTRACTOR:	TRUCO COATINGS SPECIFICATION:
SURFACE AREA (square feet):	APPLICATION DATES:
SUBSTANTIAL COMPLETION:	DATE OF ACCEPTANCE BY TRUCO COATINGS:

TRUCO Coatings (*An Inland Coatings Company*) warrants to the Building Owner (“Owner”) of the above described building that; subject to the terms, conditions, and limitations stated in this warranty, the TRUCO Coatings products installed shall be free of manufactured defect for a period of _____ years commencing from the above listed acceptance date of the TRUCO Coatings product. In no event shall this warranty extend beyond _____ years past the date of substantial completion of this project.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide TRUCO Coatings with written notice as reasonably practicable, but not more than ten (10) days after the discovery of any leak in the TRUCO Coatings project. Owner must send written notice of leaks to TRUCO Coatings Technical Services Department at the address set forth on this Warranty. By so notifying TRUCO Coatings, the Owner authorizes TRUCO Coatings or its designee to investigate the cause of the leak or alleged defect. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, TRUCO Coatings determines that the leak is caused by a defect in the TRUCO Coatings warranted products, TRUCO Coatings liability shall be limited, at TRUCO Coatings sole discretion, to either: (1) Supply replacement product for the portion of the TRUCO Coatings products found to be defective; or (2) Refund the purchase price for the portion of the TRUCO Coatings products found to be defective. If TRUCO Coatings elects to replace product, such replacement product and existing unreplaced product shall be covered under the terms of this warranty for the remainder of the warranty period. If TRUCO Coatings elects to refund the purchase price for any portion of TRUCO Coatings product, any warranty applicable to such replaced product shall terminate.
3. TRUCO Coatings obligations do not extend to, or include, furnishing of labor, supplies or other materials involved in removing, tear off, repair, re-coating or re-application of the affected area, or bearing any of the costs thereof.
4. This warranty shall not be applicable, if, upon TRUCO Coatings inspection, TRUCO Coatings determines that any of the following has occurred:
 - (a) The product is damaged by natural disasters, including, but not limited to, lightning, fire, animals, birds, insect infestation, earthquake, tornado, hail, hurricanes and gale force winds or
 - (b) The product is damaged by any intentional or negligent acts, accidents, misuse, positive pressure buildings, abuse, vandalism, civil disobedience, terrorism, the absence of positive drainage, cuts or punctures, or the like; or
 - (c) Deterioration or failure of building components, including, but not limited to, the structure, roof substrate, walls, mortar, HVAC units, non-TRUCO Coatings products, etcetera, occurs and causes a leak, or otherwise damages the product; or
 - (d) Acids, oils, harmful chemicals and the like come in contact with the product and cause a leak, or otherwise damage the product.
 - (e) Condensation or moisture infiltration to the product by preexisting, subsequent or intervening cause, not limited to, construction generated moisture, building use moisture, failure by building components adjacent to the product, latent defects of components adjacent to the product, or any other condensation or moisture infiltration occurring by reason of another party.
 - (f) The warranty does not cover product fading.
5. This warranty shall be null and void, if any of the following shall occur:
 - (a) If, after installation of the product by an TRUCO Coatings licensed roofing applicator there are any alterations or repairs made on or through the roof, or objects such as, but not limited to, structures, fixtures, or utilities are placed upon or attached to the roof without first obtaining written authorization from TRUCO Coatings; or change of use, or
 - (b) Failure by the Owner to use reasonable care in maintaining the roof.
6. Only TRUCO Coatings brand products or products specifically supplied or marketed by TRUCO Coatings are covered by this warranty. TRUCO Coatings specifically disclaims liability under any theory of law, for damages sustained by non-TRUCO Coatings brand products.
7. During the term of the warranty, TRUCO Coatings shall have free access to the roof during regular business hours.
8. TRUCO Coatings shall have no obligation under this warranty until all warranty fees and charges are paid in full.
9. TRUCO Coatings failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
10. TRUCO Coatings shall not be responsible for fading or the cleanliness of discoloration of the Product caused by environmental factors or Owner’s building use such as, but not limited to: dirt, pollutants, natural or manufactured toxins, or any other biological agent.
11. This warranty nor any terms thereof, shall not apply to residential applications.
12. Liabilities and obligations of TRUCO Coatings hereunder shall be limited to the repair or replacement of products supplied by TRUCO Coatings found to be causing leaks.
13. This warranty shall be nontransferable and not applicable to any subsequent owner, without prior TRUCO Coatings approval.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE PRODUCT OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. TRUCO COATINGS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW. THIS IS A COMMERCIAL CONTRACT THAT CAN ONLY BE MODIFIED BY AN TRUCO COATINGS CORPORATE OFFICER. DISPUTES WHICH ARISE OUT OF THIS WARRANTY OR TRUCO COATINGS PRODUCTS INSTALLED, SHALL BE SETTLED IN THE OHIO DISTRICT COURT OF CUYAHOGA COUNTY, OHIO AND GOVERNED BY OHIO LAW.

By: _____
 Authorized Signature
 Title: General Manager

TRUCO COATINGS
 3033 W. 44TH Street
 Cleveland, OH 44113

THIS WARRANTY EXPIRES: