

Project Name:	Roof Area (sq ft):
Jobsite Address:	City, State, and Zip Code:
Job Description:	Completion date:
Owner's name and Signature:	Phone:
Contractor's name and Signature:	Phone:

Pinturas Termicas Del Norte, S.A. de C.V. (THERMOTOTEK™ GROUP) warrants its products against proven product failure, for a period of ___ years from date of application.

THERMOTOTEK™ PRODUCT	YEARS
THERMOTOTEK™ X99 SILICONE	

Warranty period: _____ to _____.

Pinturas Termicas Del Norte, S.A. de C.V. (THERMOTOTEK™ GROUP), warrants to the Building Owner (Owner) of the above described building that all THERMOTOTEK™ purchased products to be free of defects at the time of sale and to meet published physical properties when applied, cured and tested in accordance with THERMOTOTEK™ procedures. The warranty is expressly condition upon OWNER'S obligation to have the product installed properly, maintained and used for the purpose for which THERMOTOTEK™ GROUP intended. THERMOTOTEK™ GROUP shall not be responsible for any discoloration or cleanliness of the silicone membrane caused by existing roof conditions or any environmental conditions. THERMOTOTEK™ GROUP has no further warranty obligation under these agreements. THERMOTOTEK™ GROUP makes no other warranties. OWNER IS RESPONSIBLE FOR ROUTINE ROOF MAINTENANCE, Lack of regular maintenance shall void this warranty. This printed warranty is the only applicable warranty. THIS WARRANTY SPECIFICALLY EXCLUDES ALL LABOR OR COST OF LABOR.

TERMS, CONDITIONS AND LIMITATIONS

I. SUBMISSION: Completed warranty form must be returned to THERMOTOTEK™ GROUP within 30 days after completion of job. Completed form must be mailed via certified mail to: **Pinturas Termicas Del Norte, S.A. de C.V., P.O. Box 1209 San Darlo Ave. PMB 7 - 1 Laredo, TX. 78040-4515.**

II. PRODUCTS & INSTALLATION: this warranty is only applicable when THERMOTOTEK™ products are properly installed according to published THERMOTOTEK™ Specifications (Technical Data Sheets and Application Guides).

III. EFFECTIVE DATE: This warranty shall not become effective until all bills for installation, materials and services sold in conjunction within this project are paid for in full. The Owner must prove to THERMOTOTEK™ GROUP the liquidity of all the bills, and receive a notification via e-mail of the reception of this completed form.

IV. SUBMISSION OF CLAIM: In the event any leak should occur on the THERMOTOTEK™ Roofing System:

1. The Owner must send a: written notice to THERMOTOTEK™ GROUP within 30 days of the discovery of a potential claim, evidence: two samples and/or photographs from the THERMOTOTEK™ Roofing System (one sample must be from the suspected area and the other from another area) and an original Proof of Purchase (copies are not accepted) of THERMOTOTEK™ product(s) to: **Pinturas Termicas del Norte, S.A. de C.V., P.O. Box 1209 San Darlo Ave. PMB 7 - 1 Laredo, Tx. 78040-4515.** (Note: By notifying THERMOTOTEK™ GROUP, the Owner authorizes THERMOTOTEK™ GROUP or its designee to investigate the case.

2. If, upon inspection, THERMOTOTEK™ GROUP determines that the defect(s) is in THERMOTOTEK™ Products, owner's remedies and THERMOTOTEK™'s liability shall be limited to supplying replacement THERMOTOTEK™'s products. This warranty shall not be applicable if, upon THERMOTOTEK™'s inspection determines that any of the following occurred:

- Deterioration or failure of building components including, but not limited to, the THERMOTOTEK™ System substrate, walls, flashings, mortar, HVAC units, non-THERMOTOTEK™ components, etc., occurs and causes a leak, or otherwise damages the THERMOTOTEK™ System.
- THERMOTOTEK™ System is damaged by any intentional or negligent acts, structural changes, defect in building, accidents, misuse, abuse, vandalism, riots of terrorism, misapplication, civil disobedience, and/or penetration of surface by foreign objects, plants or animal life.
- THERMOTOTEK™ System is damaged by natural disasters including, but not limited to, lightning, fire, act of god, dry rot, insect infestations, earthquake, tornado, hail, hurricanes, and winds.
- Acids, oils, harmful chemicals and the like coming contact with the THERMOTOTEK™ System causing leaks or damages.
- If THERMOTOTEK™ System, is damaged by ponding water as defined in the National Roofing Contractors Association glossary.

3. The SILICONE membrane is excluded from the damage by ponding water statement.

4. During the term of this Warranty, THERMOTOTEK™ shall have free access to the roof during regular business hours.

5. This Warranty shall be null and void if any of the following shall occur:

- If, after installation of THERMOTOTEK™ System, there are any alterations or repairs made on or through the roof or objects such as, but not limit to, structures, fixtures, or utilities are placed upon or attached to the roof without first obtaining written authorization from THERMOTOTEK™ GROUP.
- Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on THERMOTOTEK™ Owner's Manual. Routine inspections and maintenance of the roofing systems must be completed by the owner on a regular basis and is the owner's responsibility. Inspections shall take place on a semiannual basis and shall be documented. Periodic inspections shall include making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains, etc. and area the owner's responsibility.

6. This warranty refers to THERMOTOTEK™ Product(s) only. Failures of, or caused by, the substrate for the THERMOTOTEK™ System, flashings, and other components contained in a roofing system, not supplied by THERMOTOTEK™ GROUP, are not covered by this warranty.

7. Only THERMOTOTEK™ brand products are covered by this warranty. THERMOTOTEK™ specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-THERMOTOTEK™ brand products.

8. THERMOTOTEK™ shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the Roofing Applicator, THERMOTOTEK™, or material suppliers.

9. THERMOTOTEK™ shall not be responsible for the cleanliness or discoloration of the THERMOTOTEK™ Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological agents.

10. THERMOTOTEK™'s failure to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

11. THERMOTOTEK™ GROUP does not undertake any analysis on the architecture, engineering, construction or design of the roof, roofing System, or building required to evaluate what type of roof Product is appropriate. This Product Limited Warranty is not a maintenance agreement or an insurance policy. This warranty is not assignable by operation of law or otherwise.

12. Application may be made by a new building owner for re-issue of the warranty during the original warranty period. Certain procedures, including an inspection of the System by a THERMOTOTEK™ representative, and fees will apply to any re-issue. THERMOTOTEK™ GROUP reserves the right, in its sole discretion, to refuse to re-issue this warranty.

THERMOTOTEK™ GROUP DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION, WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY THERMOTOTEK™ GROUP.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE THERMOTOTEK™ ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. THERMOTOTEK™ GROUP SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

ATTENTION: Upon completion of the job, mail this registration card to: **Pinturas Termicas del Norte, S.A. de C.V., P.O. Box 1209 San Darlo Ave. PMB 7 - 1 Laredo, TX. 78040-4515.** Please keep a copy of this registration card for future reference.

THERMOTOTEK™ Representative's Signature: