

SunBlock Materials

Spray Foam & Roof Coatings

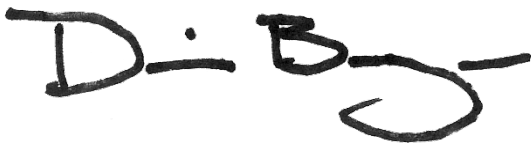
Mailing: PO Box 7933
Street: 2153 E Cedar St. #2b
Tempe, Arizona 85281

Valued Client,

Enclosed you will find your copy of material samples for spray foam or elastomeric coating that was applied to your roof.

SAMPLE

Thank you for your time.



Devin Bryce

Office/Warehouse Manager

SunBlock Materials, LLC

PO Box 7933 | 2153 E. Cedar Street Suite #2b | Tempe, AZ 85281

Off: (480) 553 5011 | Fax: (480) 659 8225

SUNBLOCK MATERIALS, LLC

____ Year Limited Material Warranty

Warranty Number: _____

Completion Date: _____

WHEREAS, SUNBLOCK MATERIALS, LLC, 199 E. Flagler St., Ste. 925, Miami, FL 33131 ("Manufacturer"), has sold its products which have been used in applying an SUNBLOCK MATERIALS Roof Coating Assembly ("SUNBLOCK MATERIALS") on the building described as follows:

Building Owner: _____ Original Contract Value: _____
Owner Address: _____ Owner City, State: _____
Project Address: _____ Project City, State: _____
Building Use: _____ Project Name: _____
Applied By: _____
Address: _____ City, State: _____

SAMPLE

Manufacturer hereby warrants _____ installed roof assembly at the above address, subject to the following terms, conditions, limitations and exclusions, for a period of ____ years from the date of completion of the assembly. Should there be any leaks in the roof or manufacturing defects in the SUNBLOCK MATERIALS used in the above building. Manufacturer and/or its designated agent will repair, at Manufacturer's expense, such leaks or other deficiencies covered by the warranty as necessary to retain the roof in a watertight condition.

The SUNBLOCK MATERIALS referred to herein only consists of the urethane foam & coating applied on top of a deck system and/or surface. Included among the roof components which are not part of the SUNBLOCK MATERIALS and hence are not covered by this warranty are the following: underlying roof deck, vapor retarders, fasteners, metal work, drains, internal plumbing, pitch pans, expansion joints, skylights, vents, plastic accessories, decorative or reflective coating, surfacing and/or any behest, rock, gravel or protective paver overlayment system.

EXCLUSIONS FROM COVERAGE

Manufacturer shall not be liable for interior/exterior of building or contents and for leaks, damages or injuries of any type including, but not limited to, damage to, roof decks or other bases over which the SUNBLOCK MATERIALS is applied, attributable to any of the following:

1. Damage caused by directly or indirectly by natural disasters, including, but not limited to, cyclones, tornadoes, hurricanes or other winds exceeding Force 9 on the Beaufort scale, lightning, earthquakes, flood, hail, or fire.
2. Physical damage resulting from falling objects, maintenance work, civil insurrection, war, riot or vandalism.
3. Damage resuming from settlement, deflection or other movement of the roof deck, walls, foundations or any other part of the building structure, insulation or other materials underlying the roof assembly.
4. Damage to, or failure of, the roof assembly caused or contributed by: (a) Infiltration or condensation of moisture in, through or around the waits, copings, building structure or underlying or surrounding materials; (b) Traffic of any nature or use of the roof surface as a storage area, walking or recreational surface or for any other similar purpose; (c) Movement or deterioration of metal work used in conjunction with the roof assembly; (d) Deposits of solids or liquids which cause deterioration of the; or (e) Building design or construction.
5. Failure to follow the SUNBLOCK MATERIALS roof maintenance program.
6. Any change in the buildings usage unless approved in advance in writing by Manufacturer.
7. Any failure of non- SUNBLOCK MATERIALS approved material of any kind or nature.
8. Placement of any additional structures on the roof (such as, but not limited to, equipment or framework used in connection with air conditioning units, television, radio antennae, signs and/or water towers).

APPROVED REPAIRS, ALTERATIONS, ADDITIONS OR DELETIONS

All repairs, alterations, or deletions or additions to any aspect of the roof, or any material contiguous thereto, must have the prior written approval of SUNBLOCK MATERIALS, LLC Technical Services Department. In the event that the Owner, without having first obtained the written consent of Manufacturer, shall make or permit any repairs, alterations, deletions or additions to the roof, then any obligations, duties or liabilities of Manufacturer under this warranty shall be immediately terminated. Manufacturer agrees to respond promptly and in a reasonable manner whenever its consent to repairs, alterations, additions or deletions is requested in writing at the address set forth in the Notice of Claim section below.

NOTICE OF CLAIM

To require Manufacturer to perform any obligation under this warranty, the Owner named herein must, within twenty (20) days of discovery of the alleged defect to which the claim relates, and at the Owner's expense, send written notification by certified mail of such alleged defect, together with proof of purchase, to SUNBLOCK MATERIALS, LLC, 199 E. Flagler St, Ste 925, Miami, FL 33131 Attn: Warranty Services Department. This notice

must include a general description of the alleged defect. The Owner must allow reasonable investigation including, but not limited to, the taking of samples that adequately demonstrate the alleged problem for testing by Manufacturer as part of the claim investigation. Upon being permitted such opportunity to investigate and inspect the roof, Manufacturer will then promptly perform any obligation imposed by the terms of the warranty as a result of such investigation. Manufacturer shall have access to the roof. If access is not allowed, Manufacturer shall have the right to determine at its sole discretion that this warranty shall be void as to that portion of the roof to which access is denied. Note: In the event an emergency condition exist* which require* Immediate repair to avoid damage to the building or its content*, the Owner may make essential temporary repair(«) performed by a qualified roofing contractor. Owner understands* temporary repair will be removed and permanently addressed.

MODIFICATIONS

No representative, employee, or agent of Manufacturer, or any other person has the authority to assume for Manufacturer any additional or other liability or responsibility in connection with the SUNBLOCK MATERIALS™ described above. Neither the issuance of this limited warranty nor any review or Inspection of plans, the building or product application by a Manufacturer's representative shall constitute waiver by Manufacturer for any of the exclusions or limitations of this limited warranty, nor may any Manufacturer's representative waive any of the exclusions or limitations of this warranty either orally or in writing. Manufacturer shall not be responsible for or liable as a consequence of any deviation from the Manufacturer's specification(s) unless said an authorized representative of Manufacturer has approved deviation in writing.

TRANSFERABILITY OF WARRANTY

Subject to payment of the applicable transfer fee to Manufacturer and proper submission of the title transfer notification form to Manufacturer within thirty (30) days after building ownership transfers, the Owner may transfer this warranty to a subsequent owner, subject to all terms and conditions of this warranty, provided the use to which the subsequent owner puts the structure is not one prohibited by Manufacturer, in which event this warranty is voided. Owner must contact SUNBLOCK MATERIALS, LLC, 199 E. Flagler St, Ste 925, Miami, FL 33131 Attn: Warranty Services Department for applicable transfer fee information and notification forms.

CONDITIONS PERTAINING TO WARRANTY ISSUANCE

This warranty shall become effective only upon the occurrence of all of the following events:

1. Determination by Manufacturer of the suitability of the SUNBLOCK MATERIALS™ for issuance of warranty.
2. Payment in full to Manufacturer of the warranty and material costs.
3. Payment in full to the applicator of all bills or statements pertaining to the job.
4. Receipt of a fully executed, numbered warranty certificate, **by** an authorized representative.

LIMITATION OF DAMAGES AND LEGAL REMEDIES; AGREEMENT TO BINDING ARBITRATION **THE OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND. THIS WARRANTY IS LIMITED TO THE ORIGINAL CONTRACT VALUE STATED HEREIN.**

All disputed claims or other disputes that may occur between the Owner, contractor and/or Manufacturer arising out of or relating to or In connection with this limited warranty shall be submitted to and decided by arbitration in accordance with the Construction Industry Arbitration Rules then in effect, unless the parties mutually agree in writing otherwise. This agreement to arbitrate shall be specifically enforceable under the applicable laws or federal arbitration laws. The award rendered by the arbitrator shall be final and judgment may be entered upon such award in accordance with applicable law in any court having jurisdiction thereof.

EXAMINATION OR INSPECTION

Manufacturer does not practice engineering or architecture. Therefore, Manufacturer cannot and does not warrant any review of construction or design plans. Neither the issuance of this limited warranty nor any review of the building's construction or any inspection of the roof or roof plans (or of the building's roof deck) by Manufacturer's representatives shall constitute an approval of such plans, specifications or construction or in any way constitute an expansion of the terms and conditions of this limited leak-free warranty. Any roof inspection made by Manufacturer or a Manufacturer's authorized agent is for the sole benefit of Manufacturer. The Owner is encouraged to retain its own inspectors and/or other professionals to review any and all roof designs, construction plans, and/or installation of the SUNBLOCK MATERIALS™, Applicator assumes all responsibility of knowing and applying the local code and governing construction building regulations in their respective jurisdictions.

AUTHORIZED REPRESENTATIVE:

NAME:
TITLE:

Devin Br
Warehouse Manager

D-SAMPLE