May 1, 2015

SECTION 07570 – ROOF RESTORATION

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. SUMMARY:

- 1. Provide all equipment and safety apparatus as needed including but not limited too: Cranes, forklifts, scaffolding, port-a-johns, and security fencing, etc.
- 2. Provide a Site Specific Safety Plan prior to start of project.
- 3. Provide a written project schedule at per-construction meeting.
- 4. Clean roof: remove all dirt, dust, and other loose debris from the roof.
- 5. Investigate existing roof leaks and make repairs as needed.
- 6. Inspect all flashings and reseal as needed
- 7. Repair damaged roofing membrane where needed
- 8. Re-seal all roof penetrations including scuppers, drains, curbs corners, stack flashings, pitch pans, and baseflashings as needed to assure a watertight roofing system.
- 9. Strip-in all seams as specified
- 10. Supply Materials as per Part 2 Products
- 11. Apply specified restoration coating over the entire roof surface and baseflashings as per Part 3 Execution

1.2 PERFORMANCE REQUIREMENTS

A. Watertightness: Make repairs as needed to the existing built-up roof system using specified products so that the existing built-up roof is watertight and will not permit the passage of water. Upon completion of restoration the existing roof system must qualify for warranty as described in General Part 1 of this specification.

1.3 SUBMITTALS

- A. Provide Product Data as follows:
 - 1. Product Data sheets for each product to be used
 - 2. MSDS for each product to be used

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who is approved, authorized, or licensed by roof coating manufacturer for installation of manufacturer's product over built-up roofing.

May 1, 2015

- B. Manufacturer's Technical Representative Qualifications: An authorized full-time employee representative of manufacturer experienced in the installation and maintenance of the specified roof restoration system and qualified to determine Installer's compliance with the requirements of this Project.
- C. Job Site Inspection: Manufacturer's Technical Representative must perform job site inspections and provide a written report to owner or owners architect a minimum of 2 days per week for the duration of the project. Additionally the Manufacturer's Technical Representative must inspect:
 - 1. At project start-up
 - 2. After cleaning of existing roof
 - 3. After repairs are completed and prior to coating application
 - 4. At completion of project
- D. Preinstallation Conference: Conduct conference at Project Site:
 - 1. Review requirements for project, including surface preparation, staging areas, policies and procedures, specification, job monitoring, and safety.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original containers with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, shelf life, and directions for storing and mixing with other components.
- B. Store materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by waterproofing manufacturer. Protect stored materials from direct sunlight.
- C. Remove and replace material that cannot be applied within its stated shelf life.

1.6 **PROJECT CONDITIONS**

- A. Environmental Limitations: Apply emulsion and coating within manufacturers temperature guidelines. Do not apply coating to damp or wet surfaces. Do not apply when relative humidity exceeds 85 percent or when temperatures are less than 5 deg F (3 deg C) above dew point.
 - 1. Do not apply roof coatings in rain, snow, fog, or mist conditions or on the roof surface, or when such weather conditions are imminent during the application and curing period.
 - 2. Do not apply roof coatings when wind conditions prevent uniform coating application.

1.7 WARRANTY

- A. Provide a Restoration Warranty that includes roof leaks on the restored roof system associated with defects in workmanship or material of the restoration project.
 - 1. Covered leaks must be repaired at no cost to the building owner.
 - 2. See sample warranty attached for acceptable limitations and exclusions.

May 1, 2015

B. Restoration Warranty period: 12 years from completion of restoration work
 1. Specified warranty: Tremco 12-year QA Warranty

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. **Basis-of-Design Manufacturer/Product**: The roof system specified in this section is based upon products named in other Part 2 articles. Subject to compliance with requirements, provide the named product or an equal product supplied by one of the approved manufacturers listed below that meets or exceeds the physical properties contained in part 2 below and the special warranty requirements contained in Part 1 above:
 - 1. Restoration Material and Coating Manufacturers:
 - a. Tremco Inc., 3735 East Green Road, Beachwood, OH 44122, 216-292-5000

2.2 COATING MATERIALS

- A. **Base Coat:** Basis of design product: Republic Restoration Systems by Tremco, GeoGard LO Base Coat: A single component, moisture-cure, high-performance, aromatic polyurethane, elastomeric with the following physical properties:
 - 1. Weight per gallon, 11.5 + or 0.2 lbs., ASTM D 1475
 - 2. Specific Gravity, 1.38 + or 0.2, ASTM D 562
 - 3. Solids (% by Weight), 96% + or 1%
 - 4. Solids (% by Volume, 95% + or 1%
 - 5. Elongation, 500-700%, ASTM D 412
 - 6. Flexibility @ 77 degrees F, Passes 1/8" mandrel bend, ASTM D 1737
 - 7. Tensile Strength, 220-260 psi, ASTM D 412
 - 8. Shore "A" Hardness, 37, ASTM 2240
 - 9. Dry Time, 24 hours to tack free, 48 hours full cure, ASTM 1640
 - 10. Flash Point, >200 degrees F, ASTM D 3278
 - 11. VOC, <50 g/l
 - 12. Color: Gray
- B. **Top Coat:** Basis of design product: Republic Restoration Systems by Tremco, GeoGard Finish Coat: A single component, moisture-cure, high-performance, aromatic polyurethane, elastomeric with the following physical properties:
 - 1. Weight per gallon, 11.0 + or 0.2 lbs., ASTM D 1475
 - 2. Specific Gravity, 1.32 + or 0.2, ASTM D 562
 - 3. Solids (% by Weight), 74% + or 1%
 - 4. Solids (% by Volume, 65% + or 1%
 - 5. Elongation, 450%, ASTM D 412
 - 6. Flexibility @ 77 degrees F, Passes 1/8" mandrel bend, ASTM D 1737
 - 7. Tensile Strength, 320 psi, ASTM D 412
 - 8. Shore "A" Hardness, 37, ASTM 2240
 - 9. Dry Time, 24 hours to tack free, 48 hours full cure, ASTM 1640

May 1, 2015

- 10. Flash Point, 100 degrees F, ASTM D 3278
- 11. Color: White
- C. Primer: Basis of design product: Republic Restoration Systems by Tremco, GeoGard Primer: A single component primer utilized to enhance the adhesion of GeoGard products with the following physical properties:
 - 1. Weight per Gallon, 7.5 lbs, ASTM D 1475
 - 2. Solids by Weight, 12% +/- 1%
 - 3. Viscosity @ 77 degrees F, 24-32 CPS, ASTM D 562
 - 4. VOC, 79 g/L
 - 5. Dry Time, 30 minutes
 - 6. Flashpoint, 80 degrees F, ASTM D 3278

2.3 ROOF REPAIR AND REINFORCEMENT MATERIALS

- A. Seam Sealer: Basis of design product: Republic Restoration Systems by Tremco, GeoGard Seam Sealer: A single component, moisture curing elastomeric polyurethane sealer formulated to provide a tough, flexible film for waterproofing seams, laps, and general repairs with the following physical properties:
 - 1. Weight per gallon, 10.5 ± 0.02 lbs
 - 2. Solids by volume, 80% +/- 1%
 - 3. Elongation @ 77 degrees F, 220% +/- 25%, ASTM D 2370
 - 4. Tensile Strength @ 77 degrees F, 270 psi, ASTM D 2370
 - 5. Dry Time, 24 hours tack free, ASTM D 1640
 - 6. Flash point, 119 degrees F, ASTM D 3278
- B. Alternate Seam Sealer: Basis of design product: Republic Restoration Systems by Tremco, GeoGard LO Base Coat: A single component, moisture-cure, high-performance, aromatic polyurethane, elastomeric with the following physical properties:
 - 1. Weight per gallon, 11.5 + or 0.2 lbs., ASTM D 1475
 - 2. Specific Gravity, 1.38 + or 0.2, ASTM D 562
 - 3. Solids (% by Weight), 96% + or 1%
 - 4. Solids (% by Volume, 95% + or 1%
 - 5. Elongation, 500-700%, ASTM D 412
 - 6. Flexibility @ 77 degrees F, Passes 1/8" mandrel bend, ASTM D 1737
 - 7. Tensile Strength, 220-260 psi, ASTM D 412
 - 8. Shore "A" Hardness, 37, ASTM 2240
 - 9. Dry Time, 24 hours to tack free, 48 hours full cure, ASTM 1640
 - 10. Flash Point, >200 degrees F, ASTM D 3278
 - 11. VOC, <50 g/l
 - 12. Color: Gray
- C. **Restoration reinforcement:** Basis of design product: Republic Restoration Systems by Tremco, **Permafab**: a 100% stitchbonded, polyester fabric, with the following properties:
 - 1. Weight per Sq. Yd, 3 oz
 - 2. Weight per Roll, 33 lbs. (40" roll)
 - 3. Elongation, 61.65% avg. MD & XMD, ASTM D 1682
 - 4. Tensile, 51.1 lbs. avg. MD & XMD, ASTM D 1682

May 1, 2015

- 5. Mullen Burst, 176.8 lbs., ASTM D 3786
- 6. Trapezoid (Tear Strength), 16.1 lbs. avg. MD & XMD, ASTM D 1117
- 7. Mildew & Rot Resistance, Excellent

2.4 AUXILIARY MATERIALS

- A. Polyurethane Sealant:
 - Basis of design product: Tremco, **TremSEAL D**, One component Polyurethane Sealant
 a. Color: Aluminum
- B. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

- A. Clean and prepare substrate in areas prior to performing roof repairs and where coating is to be applied according to restoration material & coating manufacturers written instructions. Provide clean, dust-free, and dry substrate for repair, roofing and coating application.
 - 1. Remove all loose granules, dirt, dust, etc., by mechanical brush, stiff broom, vacuum, power washing, etc.
 - 2. All surfaces must be clean and dry.
 - 3. Flashings, blisters, and other damaged areas must be repaired and allowed to cure for 24 hours prior to applying the specified base coat to the entire roof.
 - 4. Inspect all entire membrane surface and make repairs to the existing membrane as needed.
 - a. Damaged membrane at roof edge to be repaired
 - b. Lag-bolts through roof to secure Gas Line supports to be sealed.
 - c. Existing walk-pads if fully adhered to be left in place and stripped in with Seam Sealer treat edge of walk pad as a seam or lap.
 - d. Existing walk-pads if not fully adhered, remove and apply a blanket of premafab over area were walk-pad is removed.
 - 5. ONLY NEEDED WHERE EXISTING SURFACE SHEET HAS BEEN COATED. Check for adhesion and compatibility of any remaining, tightly adhered, existing coating with GeoGard Base Coat.
 - a. A test application is the best method to determining compatibility with the adhesion to a previously coated surface.
 - b. An X-cut Tape Test is used to determine adhesion of the existing coating to the substrate.
 - c. Manufacturers' Technical Representative can provide assistance.
- B. Where above deck insulation is installed as part of the existing roof system:
 - 1. An Infrared Thermography Moisture Survey must be performed prior to repairs and coating application. (only where insulation is part of the existing roof system)

May 1, 2015

- 2. All areas showing anomalies must be cut open to determine if the roof system, above deck insulation, or deck materials are wet or damp.
- 3. All wet or damp areas of insulation and roofing must be removed and existing roof repaired to a watertight condition to like thickness prior to coating application.
- 4. Contractor is responsible to provide infrared scan as part of proposal / lump sum price to building owner. Scan to be performed prior to job start-up.
- C. Cover and mask adjoining surfaces not receiving coating to prevent overspray or spillage that could cause damage to existing structures, shrubs, plants, trees, cars, equipment, etc. Close off roof drains, removing roof-drain plugs when no work is being done or when rain is forecast.
 - 1. Pressure wash roof areas using an approved method only.
- D. Built-up Roof System Restoration: Destructive TRACE Testing must be performed prior to start of project to quality for manufacturers labor and material warranty.
 1. TRACE not needed on MB roofs.

3.2 REPAIRS / PREPARATION FOR COATING

- A. Seams Modified Bitumen
 - 1. All modified bitumen seams must be reinforced with GeoGard LO Base and Permafab
 - 2. Apply Geogard LO Base Coat at 1gal./100sq. ft. minimum (16 wet mils) in minimum 6" wide ribbon.
 - 3. Embed 4" Permafab.
 - 4. Brush for proper adhesion and removal of all voids
 - 5. Apply a second coat of Geogard LO Base Coat at 2 gal./100 sq. ft. (32 wet mils).

B. Drains

- 1. Remove Existing Clamping ring and clean membrane under surface of clamping ring.
- 2. Clamping ring must be reinstalled if rain is in the forecast to ensure rainwater does not enter the building below the membrane at the drain.
- 3. Apply Geogard LO Base Coat at 1 gal./100 sq. ft. (16 wet mils) covering all existing membrane.
- 4. Cut a 40" X 40" section of Permafab fabric and embed into wet Geogard LO base without wrinkles.
- 5. Apply a second coat of Geogard LO Base at 1 ½ gal./100 sq. ft. (24 wet mils) and allow to cure
- 6. Apply Geogard Finish Coat at 1 gal./100 sq. ft. (16 wet mils). Allow to cure and reinstall clamping ring and all drain bolts.
- C. Roof Penetrations
 - 1. All circular roof penetrations, i.e. stacks, vents, etc. and curb penetrations must be sealed using Permafab and embedded in Geogard LO Base Coat in a three-course application.
- D. Fishmouths
 - 1. Cut fishmouths to provide a smooth edge and apply Geogard LO Base Coat at 1 gal./100 sq. ft. (16 wet mils) 6" beyond the width of the fishmouth in each direction.
 - 2. Cut Permafab 4" wider than the fishmouth in each direction and embed in the Geogard coating. Brush for proper adhesion and removal of all voids.

May 1, 2015

- 3. Apply a second coat of Geogard LO Base Coat at 2 gal./100 sq. ft. (32 wet mils) over the Permafab and taper a minimum of 2" beyond edges in each direction.
- E. Alligatoring
 - 1. Apply Geogard LO Base Coat at 1 gal./100 sq. ft. (16 wet mils) over the entire area and 8" beyond the width of the alligatored area in all directions.
 - 2. Cut 40" permafab wider than the alligatored area in each direction and embed in the Geogard coating, brush for proper adhesion and removal of all voids.
 - 3. Apply a second coat of Geogard LO Base Coat at 2 gal./100 sq. ft. (32 wet mils) over the Permafab and taper a minimum of 2" beyond edges in each direction.
 - 4. Finished repair coverage rate (base coat / fabric / base coat) is approximately 30 lineal ft./gal. Rates can vary depending on size.
- F. Splits
 - 1. Note: If splits are extensive and continuous in one direction, determine cause before proceeding as more extensive repairs may be indicated.
 - 2. Apply Geogard LO Base Coat at 1 gal./100 sq. ft. (16 wet mils) over the entire area and 8" beyond the width of the split in each direction. Feather out edges.
 - 3. Cut Permafab 6" wider than the split in each direction and embed in the Geogard coating, brush for proper adhesion and removal of all voids.
 - 4. Apply a second coat of Geogard LO Base Coat at 2 gal./100 sq. ft. (32 wet mils) over the Permafab and taper a minimum of 2" beyond edges in each direction. Feather out edges.
- G. Blisters
 - 1. Make an X-cut of sufficient size and completely open blister by folding back flaps, sponge out water and allow area to air dry.
 - a. If flaps are brittle, cut them off.
 - b. If a brittle blister needs to be removed it will need to be replaced with granular modified bitumen cap sheet. The membrane should be installed per the manufacturers written specification to bring the roof membrane back to level with the existing membrane.
 - c. Once repair is fully cured, 3-course the perimeter of the repair (base coat / Permafab / Base Coat).
 - 2. Apply Geogard LO Base at 1 gal./100 sq. ft. (16 wet mils) to the inside of the blister.
 - 3. Replace flaps and apply Geogard LO Base Coat at 1 gal./100 sq. ft.(16 wet mils) and 8" wider than the blister area.
 - 4. Cut Permafab 6" wider than the blister area in each direction and embed in the Geogard LO Base Coat. Brush for proper adhesion and removal of all voids.
 - 5. Apply a second coat of Geogard LO Base Coat at 2 gal./100 sq. ft. (32 wet mils) over the Permafab and taper a minimum of 2' beyond edges in each direction.
 - 6. Coverage rate for finished repair (base coat / fabric/ base coat) is approximately 30 lineal ft./gal. Rates can vary depending on size of repairs.
- H. Flashings
 - 1. All flashings seams must be repaired using Permafab and Geogard LO Base Coat using the following detail.
 - a. If flashings are damaged beyond repair, flashing must be replaced with granular modified bitumen cap sheet. The membrane should be installed per the

May 1, 2015

manufacturers' written specifications to bring the flashings back to a water tight condition

- 2. Apply Geogard Lo Base Coat to all areas at 1 gal./100 sq. ft. (16 wet mils).
- 3. Embed Permafab into the coating from 4" onto the roof surface to a minimum of 8" above roof surface. Adjacent pieces should be lapped a minimum of 4". Brush for proper adhesion and removal of all voids.
- 4. Apply a second coat of Geogard LO Base Coat at 2 gal./100 sq. ft. (32 wet mils0 over the Permafab and taper a minimum of 2" beyond edges in each direction.
- 5. Install metal counter flashing as required.
- 3.3 The Protective Coating
 - A. General
 - 1. Power wash existing roof. Remove all loose existing coating, dirt, dust, debris, etc. prior to application of specified coating materials.
 - 2. See 3.1,A above
 - 3. For optimum results, the protective coating must not be applied to wet or damp surface, and postponed if rain is imminent. Failure to comply can result in blistering.
 - 4. Geogard Finish Coat must be applied to the Base Coat within 48 hours of its application.
 - 5. DO NOT THIN!

3.4 WATERPROOFING COATING SYSTEM APPLICATION

- A. Base Coat application
 - 1. Apply Geogard LO Base Coat at the rate of 2 gal./100 sq. ft. (32 wet mils) to the roof surface including previously coated flashings, blisters, splits, seams, etc.
 - 1) Rate: 2 gal./100 sq. ft.
 - 2) Applied in a one coat application
 - Excessive granule may take additional gallons or quantities of Geogard LO Base Coat to achieve 32 wet mils.
 - b. Geogard LO Base Coat should leave the surface without any peaks and valleys and provide a smooth monolithic surface
 - 2. Allow Base coat to cure (min. 24 hours).
- B. Top Coat Application
 - 1. Apply Geogard Finish Coat at the rate of 1 gal./ sq. ft. (16 wet mils).
 - 2. If Geogard LO Base Coat has been down for longer than 48 hours prior to the application of Geogard Finish Coat, Prime the Geogard LO Base with Geogard Primer
 - a. Rate: .33 gal./100 sq. ft.
 - 3. Do not permit traffic on completed roof surface unless absolutely necessary, and only after completely cure

3.5 SHEET METAL INSTALLATION

A. General: Install sheet metal flashing and trim to comply with performance requirements and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible,

May 1, 2015

set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

- B. Repair Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch (75-mm) centers.
 - 1. Inspect and make repairs as needed
- C. Repair Copings and Counterflashings: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated.
 - 1. Inspect existing flashings and make sure all are securely fastened

3.6 FIELD QUALITY CONTROL

- A. Quality Control Inspections: Coating Manufacturer will provide a qualified technical inspector to make Bi-weekly site inspections. The technical inspector must be an employee of the manufacturer, trained and qualified to inspect coating application and roof repairs.
 - 1. Bi-weekly Job Site Inspections by manufacturer technical representative are required.

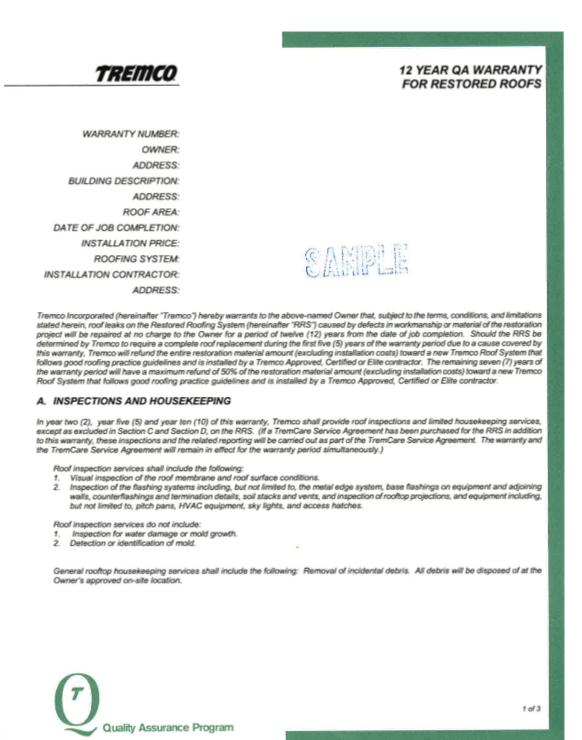
3.7 CURING, PROTECTING, AND CLEANING

- A. Cure coatings according to manufacturer's written instructions, taking care to prevent contamination and damage during application stages and curing. Do not permit traffic on uncured coatings.
- B. Protect coated roof areas from damage and wear during remainder of coating project.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 07570

May 1, 2015

Approved Sample Warranty



May 1, 2015

B. ROOF INSPECTION REPORTS

Tremco will provide roof inspection reports to the Owner based upon the inspections as defined in paragraph A. The reports shall become part of the roof database maintained on the Tremco RRS. Tremco will be excused from performing under this warranty if prevented or delayed by events not within its control, including events such as floods, fires, accidents, riots, explosions, governmental order, acts or omissions of contractors or other third parties, inability to eccess the RRS, etc. Roof inspection reports will not address the presence of water damage to any building components other than the RRS or the presence of mold.

C. OWNER'S RESPONSIBILITIES

It is agreed by the parties that Tremco, by this warranty, does not assume possession or control of any part of the RRS. Control and ownership of the RRS and all parts of the building remains solely with the Owner. The Owner is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation, and all repair, maintenance, and other work with respect to the RRS and the building, except as expressly stated by this warranty.

Housekeeping and general roof top preventive maintenance <u>does not eliminate or replace</u> the building Owner's responsibility for keeping effluent and debris from the roof surface. Customer production-related materials are excluded as part of the housekeeping services. If scheduled cleaning is insufficient to maintain the roof integrity, Owner must pay for additional cleaning/inspections or assume responsibility for such cleanings. Owner agrees that all debris on or removed from the roof is the sole property of Owner, and it is the sole responsibility of Owner to properly dispose of said debris.

The Owner shall, at all times, exercise reasonable care in the use and maintenance of the RRS.

In order to protect the investment this RRS represents, the building Owner must fulfill his responsibilities as outlined in the attached Owner's Manual. Lack of care and maintenance can have significantly damaging effects on the system's overall performance and is cause for cancellation of this warranty.

Care and maintenance guidelines include, but are not limited to:

- Regular ongoing inspection by the Owner This will allow for implementation of good housekeeping practices and early detection of problems such as any physical damage.
- Verification that no alterations or unauthorized repairs have been made to the roofing system.

If alterations are being considered, the Owner must notify Tremco in order for the proper authorized follow-up to be completed.

The Owner shall report all leaks which occur in the RRS within the warranty period by contacting Tremco at 1-800-422-1195 and in writing to Tremco Incorporated at 3735 Green Road, Beachwood, Ohio 44122, as soon as possible (however, in no event more than thirty (30) days) after leakage is or should have been discovered. Immediate repair of leaks is critical to prevent water damage and mold growth. In no event is Tremco responsible for any repairs to any part of the building other than the RRS. The liability or expense for such repair is to be assumed and paid by the Owner. If the leak is not within the coverage of this warranty, Tremco shall advise the Owner, and the Owner shall have repairs performed within thirty (30) days according to Tremco specifications by a Tremco certified or approved applicator. The Owner agrees to provide Tremco with unrestricted ready access to the RRS and all areas of the building on which the RRS is located.

D. WARRANTY EXCLUSIONS

This warranty does not cover any leaks or damage or failure of the RRS or any part thereof as a result of:

- Natural or accidental disasters including, but not limited to, damage caused by lightning, hallstorms, floods, hurricane force winds (74 mph or greater), tornadoes, earthquakes, fire, vandalism, animals, penetration of the membrane, or chemical attack by outside agents.
- 2. Use of materials not specified by Tremco, or unauthorized repairs to the RRS.
- Any intentional or negligent act on the part of the Owner or any third party including, but not limited to, misuse, traffic, storage of or discharge of materials or effluent on the roof. Any repair of these items will be at Owner's expense.
- 4. Distortion, expansion or contraction of the RRS caused by faulty original construction or design of building components including parapet walls, copings, chimneys, skylights, vents or roof deck, or lack of positive, proper, or adequate drainage resulting in ponding water on the roof.

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May 1, 2015

E. WARRANTY LIMITATIONS

Restoration is intended to extend the life of the existing roof but does not create a new roof system.

Tremco shall have no responsibility and or liability under this warranty until all bills for installation, supplies, and services sold in connection with the RRS have been paid in full.

The Owner's rights under this warranty are specific to the Owner and are not transferrable.

Tremco's obligations under this warranty may be voided by Tremco based on any of the events described in Section D, change in usage of the building without the prior written approval of Tremco, repairs, alterations, penetrations of or attachments to the RRS without the prior written approval of Tremco, building settlement, deterioration, cracking or failure of the roof deck, coping and parapet walls, infiltration or condensation of moisture in, through or around walls, copings, underlying structure, hardware or equipment, or failure of the Owner to comply with its obligations described in this warranty.

F. OTHER TERMS

THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, OBLIGATIONS OR AGREEMENTS, EXPRESSED OR IMPLIED. INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY RIGHTS OR REMEDIES AGAINST ANY PERSON OR ENTITY UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE WITH RESPECT TO THE SALE OF GOODS AND/OR SERVICES. THE REMEDIES AND OBLIGATIONS STATED IN THIS WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES OF AND OBLIGATIONS TO THE OWNER FOR ANY AND ALL MATTERS ARISING WITH RESPECT TO OR IN ANY WAY CONNECTED WITH THE RRS, OR ITS COMPONENT PRODUCTS, OR ANY GOODS OR SERVICES RELATED THERETO, REGARDLESS OF THE SOURCE OR PROVIDER OF SUCH GOODS OR SERVICES. THE OWNER SHALL PROVIDE WAIVERS OF SUBROGATION UPON REQUEST. NO REPRESENTATIVE OF TREMCO INCORPORATED, OR ANY EMPLOYEE, AGENT OR AFFILIATED COMPANY ("AFFILIATE") HAS AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL TREMCO INCORPORATED OR ANY AFFILIATE BE LIABLE FOR ANY DAMAGE TO THE BUILDING ITSELF (OTHER THAN THE RRS), THE CONTENTS OF THE BUILDING, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TOTAL LIABILITY OF TREMCO INCORPORATED, AND ANY AFFILIATE OVER THE LIFE OF THIS WARRANTY, SHALL NOT IN ANY EVENT EXCEED THE RESTORATION MATERIAL AMOUNT (EXCLUDING INSTALLATION COSTS) OF THE RRS AS IT APPEARS ABOVE. NEITHER TREMCO INCORPORATED OR ANY AFFILIATE SHALL BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY.

The Owner agrees that this warranty, and the services and remedies set forth herein, are exclusive, and there are no other warranties between the Owner and Tremco or any affiliate. Any unresolved issues under this warranty shall be submitted to the exclusive jurisdiction of the courts of Cuyahoga County, Ohio, and governed by Ohio law.

TREMCO INCORPORATED ROOFING & BUILDING MAINTENANCE DIVISION

By:_____

Title: Warranty Administrator

Date:

C/M

3 of 3