



6351 S. Tucson Blvd Tucson, Az 85706 | Phone: 520-293-7000 | [www.rubberized.com](http://www.rubberized.com)

## LIMITED AND SOLE WARRANTY

Tucson Rubberized (“Manufacturer” or “TRC”) warrants that for a period of time, per the table below, from the date of purchase by the original purchaser (the “Warranty Term”), under normal use, with proper maintenance, and application following applicable Technical Data Sheet (TDS) and application guidelines, as set forth on [www.rubberized.com](http://www.rubberized.com), the Products: (a) will conform to specifications; and (b) will be free from substantial defects in material and manufacturing workmanship. Manufacturer warrants to the original property owners that TRC’s roof coatings will provide a material warranty of solar protection (per the table below) to the roof system, from the first date of Product purchase, based on the following schedule of coats applied. The warranty shall be void unless coating is applied per current Manufacturer Technical Data Sheets (TDS) and application guidelines.

Product	Warranty Term	Application Rate	Wet Mils	Dry Mils	Warranty Term	Application Rate	Wet Mils	Dry Mils
4000 Eco-Coat	5 years	2 gal/100 sq. ft.	32	18	8 years	3 gal/100 sq. ft.	48	26
7000 Perma-Coat	10 years	2 gal/100 sq. ft.	32	17	12 years	3 gal/100 sq. ft.	48	25
10000 Pro-Coat	12 years	2 gal/100 sq. ft.	32	18	15 years	3 gal/100 sq. ft.	48	26

Limited and Sole Warranty is subject to the following conditions:

- A. Proof of purchase is needed to validate the warranty.
- B. Warranty is only applicable when products are properly applied and installed according to TRC guidelines and specifications, by the Contractor or applicator listed on the warranty. The failure to adhere strictly to TRC guidelines and specifications renders this Limited and Sole Warranty null and void.
- C. TRC reserves its right to inspect and verify correct installation and application for the sole purpose of issuing or validating this Limited and Sole Warranty. The Building Owner, Contractor or applicator listed on the warranty is solely responsible for the installation and application and shall not rely upon TRC, or hold TRC responsible, for the installation or application.
- D. The warranty is only effective when all materials and services are paid in full.
- E. The warranty only covers specified product failure when properly applied and installed and does not cover leaks caused by skylights, roof jacks, pipes, ductwork, conduit, cooling/heating systems, scuppers, flashing details, chimney’s, parapet walls, improperly prepared or unsuitable substrates. This warranty covers product replacement only and does not cover any structural or other damage caused by roof leaks.
- F. Building Owner must perform and document routine maintenance every 12 months in order to keep TRC products uncompromised.
- G. All TRC warranties must be validated by a qualified TRC officer.



H. Warranty form and information must be completed and turned into TRC within 30 days of project completion.

TRC only warrants products manufactured by TRC.

Visit website [www.rubberized.com](http://www.rubberized.com) or call us at 520-293-7000 for the latest printed copy of this warranty for more information. Property owners and Contractors can submit application for warranty at our website [www.rubberized.com/resources/warranties/](http://www.rubberized.com/resources/warranties/) Receipts showing purchase will need to be submitted with warranty application. Warranty does not apply to areas on roofs with standing water or drainage problems. At the time of coating, roof membrane must have remaining service life and be properly repaired. Warranty applies to original property owner only. In the event the roof substrate becomes visible due to delamination or erosion of the coating during the Warranty Term, the property owner must immediately notify Manufacturer by sending a written explanation and proof of purchase receipts to 6351 S. Tucson Blvd, Tucson, Az 85706 or email to [info@rubberized.com](mailto:info@rubberized.com) On substantiation of the claim, Manufacturer, as its sole liability and the property owner's exclusive remedy, will provide sufficient replacement product to repair all affected areas. This shall be owner's sole remedy. Manufacturer is not obligated to pay the cost of application for any replacement products. Repairs do not extend the warranty period.:

THE FOLLOWING ARE EXCLUDED FROM COVERAGE UNDER THE LIMITED AND SOLE WARRANTY:

Routine coating maintenance repairs; damage arising out of failure to apply coating in accordance with Product Guidelines; damage caused by improper storage Product; modification of product by parties other than Manufacturer; natural disasters and acts of nature; roof traffic, roof mounted equipment, leaking water, shifting or swelling of the roofing system; moisture intrusion; destructive chemicals; plants/trees; and roof debris; applications to moisture permeated roofing system; failure of previously applied coating; application over uncured products; acts and caused beyond Manufacturers control; negligence; misuse of the product; the application of Tucson Rubberized Coatings; and cosmetic changes in coating appearance. This Limited and Sole Warranty excludes repairs necessary due to the condition of the roof prior to application, the proper repair of defects, the dilution of coatings, and the improper application of the Product. Manufacturer is not liable in any respect for damage to the building, components, or contents due to any form of mold, mildew, mycotoxins, or byproducts produced or released by fungi. Manufacturer is not liable for property damage, interruption in building use, or personal injury claims resulting from alleged mold growth. Any water leakage must be repaired immediately by property owner.

THIS LIMITED AND SOLE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF MERCHANTABILITY. SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCT. MANUFACTURER SHALL BE NOT LIABLE FOR ANY LOSS OF USE, LOSS OF PRODUCT, LOSS OF PROFIT OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE SALE OF, OR ANY DEFECT IN, THE PRODUCTS SUBJECT TO THIS LIMITED AND SOLE WARRANTY



Some states do not allow the exclusion or limitation of incidental consequential damages, so the above may not apply to you. This warranty gives you the specific legal rights, and you may also have the other rights that vary from State to State. This warranty is available only on products purchased from a Tucson Rubberized Coatings dealer or licensed contractor.

Additional Commercial warranties are available; contact us for details before proceeding.

#### Maintenance and Care Guidelines

Congratulations on choosing premium products manufactured by Tucson Rubberized Coatings to protect and extend the serviceability life of your roof system. To fully benefit from your investment, you will need to follow the maintenance program listed below:

- A. Maintain all records relating to this roof, including all receipts, product information, guidelines agreements, invoices, repair and maintenance information, etc.
- B. Inspect Roof system and coating at least once a year. The most common areas of damage or distress, such as roof transitions, drainage points, penetrations, perimeter flashings and traffic areas. Keep roof system clean and free of all debris. To fully benefit from the reflective value of the Tucson Rubberized Coatings product, it is best if the roof is washed every 18-24 months to remove any contaminants that will impede reflective qualities of the topcoats.
- C. Inspect for damage from elements after severe weather conditions, such as hailstorms, heavy rains, high winds, etc.
- D. Arrange for prompt necessary repairs to correct damaged not covered by the standard Material Warranty that would affect the roof surface and substrate. All repairs should be performed by a Tucson Rubberized Coatings approved applicator, with approved products and repair methods.
- E. Examine all roof penetrations, duct work, masonry or stucco walls, mortar joints, pitch pans, expansion joints, metal flashings, roof edge details, skylights and roofing substrate, to ensure water tightness. Properly repair to prevent water intrusion.
- F. Minimize foot traffic. Designate walk path areas on the roof to minimize damage that can be caused by foot traffic. Regularly inspect these areas and make any necessary repairs.

It is the responsibility of the building owner to ensure proper maintenance and care guidelines are followed, to ensure the Tucson Rubberized Coatings Material Warranty remains active. The Maintenance and Care information listed above is intended to address most of the possible conditions on a standard roof system other conditions may require special maintenance considerations. We are grateful that you have chosen our premium quality products to protect your investment and maintenance is required to fully benefit from your investment.