

12 Year, Transferable, Non-Prorated Limited Product Warranty

Eco-Protective Products, LLC, ("Supplier") warrants that Eco-Cool Roof 5000 (the "Product") will not crack, peel, flake, blister or chalk ("Warranted Defects") for as long as the original purchasing entity owns the entity or twelve (12) years from the date of application of the Product, whichever is first, subject to the terms, conditions, limitation and exclusions set out below.

Should any Warranted Defect occur during the lifetime of the original purchasing entity owning the entity or twelve (12) years from the date of application of the Product, whichever is first, Supplier will replace the defective Product coating without charge for materials, subject to the terms, conditions, limitation, and exclusions set out below.

WARRANTED AREAS. This warranty may be transferred to one subsequent owner of the entire entity where the Product has been installed (the "Property") provided that: (1) Supplier's Authorized Dealer,

_____ ("Authorized Dealer") is notified in writing of change of ownership within ninety (90) days of closing the sale of the Property (failure to notify Authorized Dealer of any change of ownership -shall relieve Supplier of further obligation hereunder); (2) a seventy-five dollar (\$75.00) transfer fee is paid to Authorized Dealer within ninety (90) days of closing the sale of the Property (failure to pay the transfer fee shall relieve Supplier of further obligation hereunder); and (3) the term covered under such warranty transfer shall be for a period of not more than five (5) years from the date of Product application.

Customer Name: _____

Completion Date: _____

Address of Property Covered Under Warranty:

Date of Transfer: _____

Transferred To: _____

Warranty Registration Number: _____

Authorized Dealer: _____

LIMITATIONS: This warranty applies to the Product used in normal residential and commercial applications and to coatings in other applications to which this Warranty is specifically extended by Supplier. Supplier warrants the performance characteristics noted above in the locations indicated for the time indicated, provided the substrate continues to perform in a manner consistent with its original design and construction. Areas around leaking downspouts or gutters that drain improperly, areas of damaged wood or other substrate, areas previously alligatored, areas around or in regular contact with leaking, shall not be covered under this Warranty.

This Warranty does not apply to any failure, defect, or damage resulting from or connected with: misuse or neglect; improper or negligent application of the Product; Product that has been painted or coated with

other products; impact of foreign objects; fire, hurricane, tornado, or other violent storm of casualty; Acts of God; vandalism; defects in or failure or damage to the wall or foundation of the building; structural defects; or any other cause not involving inherent manufacturing defects in the Product.

Customer hereby acknowledges and accepts that this Warranty shall be limited to the replacement of any alleged defective product only. In no event shall the area of the Property to be covered by the replacement Product be greater than that originally covered by the alleged defective Product.

This Warranty is in lieu of any and all other warranties, liabilities, and/or obligations of Supplier, whether oral or written, expressed or implied, and the duration of any statutory implied warranties of merchantability and fitness for a particular purpose are limited to the duration of this written Warranty, except as may otherwise be accorded by law. To the extent permitted by law, Supplier shall not be liable for consequential or incidental damages of any kind, including but not limited to any damage to the Property, its contents, and/or any persons therein.

CLAIMS: All claims under this Warranty must be sent in writing, by registered mail, return receipt requested, as soon as possible after the discovery of a Warranted Defect to; Eco-Protective Products, LLC, 3535 Peachtree Road, NE Suite 520-643 Atlanta, GA 30326.

All claims must include a copy of the original contract and this Warranty, which Warranty shall include attached hereto as Schedule "A" the Transaction Reporting Form completed by the Dealer at the completion of the job.

Supplier reserves the right to examine the material in respect to which a claim is being made and to remove any samples deemed necessary in the sole discretion of the Supplier in order to determine the validity of any such claim, prior to such claim being considered covered under this Warranty.

JURISDICTION AND VENUE: The laws of the United States of America and the State of Georgia shall govern this Warranty. In the event suit is filed based upon any alleged or threatened breach of this Warranty, any such suit shall be filed and litigated in Cobb County, Georgia. The parties agree to submit themselves to the jurisdiction of said court and waive any defense based upon lack personal jurisdiction or venue.