



5 YEAR WALL COATINGS LABOR & MATERIAL WARRANTY

This warranty is issued with consideration of the warranty fee paid to eCoat Solutions (ECS), a Minnesota Limited Liability Company, (LLC), with offices at 12055 41st Avenue North #218, Plymouth, Minnesota. eCoat Solutions warrants to the Building Owner, subject to the Terms, Conditions and Limitations stated herein, that eCoat Solutions will repair any leak in the eCoat Solutions System installed by an eCoat Solutions Approved Contractor for a period of five (5) years, commencing with the date of eCoat Solutions' acceptance of the installation. The watertight integrity of walls, parapet walls, vents, penetrations, attached equipment, gutters, and adjacent structures is not covered unless otherwise stated in written form by an officer of eCoat Solutions, LLC.

ECS WARRANTY NUMBER		EFFECTIVE DATE	
BUILDING OWNER		LOCATION OF BUILDING	
COMPANY NAME		COMPANY NAME	
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	
CONTACT PHONE		CONTACT PHONE	

ECS APPROVED CONTRACTOR	
COMPANY NAME	
CITY, STATE	

_____	_____
Building Owner's Name & Title	ECS Officer Name & Title
_____	_____
Building Owner's Signature	ECS Officer Signature
Building Owner has read and accepts all of the terms and conditions contained herein.	

ECOAT LLC – 12055 41ST AVENUE NORTH # 218, PLYMOUTH, MINNESOTA 55441
INFO@ECO-COATSOLUTIONS.COM – 612.314.3999 – WWW.ECO-COATSOLUTIONS.COM

TERMS, CONDITIONS AND LIMITATIONS

This limited warranty applies to use of the product on commercial and industrial buildings only. Owner shall provide eCoat Solutions with written notice within ten (10) days of the discovery of a leak in the System. eCoat Solutions and/or its Contractor shall have the right to inspect the system to determine the cause(s) of the leak before incurring any obligation hereunder. Any repairs made with other than the appropriate eCoat Solutions product(s) without prior approval from eCoat Solutions will render this Warranty null. eCoat Solutions reserves the right to charge a re-inspection fee to the Owner in the event the cause of the leak is not covered by this Warranty. If upon inspection eCoat Solutions determines that the leak in the System is caused by defects in the eCoat Solutions materials or workmanship of the Contractor in installing same, the owner's remedies and eCoat Solutions' liability shall be limited to eCoat Solutions' repair of the leak.

This warranty shall not apply to damage caused by:

1. Flood, fires, earthquakes, tornadoes, hail, lightning, hurricanes or other acts of God.
2. Installation, erection or construction of any additional equipment and/or structure on or through the wall structure, wall substrate, or flashing after date of application of the System.
3. Failure of, or repairs to, substrate and/or defects in any component underlying the wall substrate, wall structure, flashing, or caused by faulty construction and/or design.
4. Application of, or repairs to, substrate and/or flashing after the date of the original application of the System.
5. Exposure to chemicals and/or substances, which have been determined by eCoat Solutions to be harmful to its Elastomeric Wall Coating System.
6. Acts of negligence, abuse, accidents, vandalism, falling objects, civil disobedience, war or any other acts beyond the control of eCoat Solutions
7. Movement or deterioration of material adjacent to or through the eCoat Solutions System.
8. Owner's or the building occupant's failure to use reasonable care in maintaining the walls, roof, and building.

eCoat Solutions may require periodic inspection by an ECS Approved Contractor on all projects with a Labor and Material Warranty. eCoat Solutions and/or its Contractor shall have free and unrestricted access to the walls during regular business hours. eCoat Solutions shall have no obligation under this Warranty until all bills for installation, supplies, service, and Warranty charges have been paid in full to the eCoat Solutions Contractor, eCoat Solutions and other material suppliers. eCoat Solutions' failure at any time to assert or enforce any of the Terms, Conditions and Limitations stated herein shall not be construed to be a waiver of such provision. eCoat Solutions does not warranty products utilized in the 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 or approved by eCoat Solutions.

OWNER'S REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE ECOAT SOLUTIONS SYSTEM. ECOAT SOLUTIONS MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF. ECOAT SOLUTIONS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED HEREIN, ECOAT SOLUTIONS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE OR THEORY OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR DAMAGES TO THE BUILDING OR ANY MERCHANDISE OR OTHER COMPONENT THEREIN. THIS WARRANTY IS LIMITED SOLELY TO THE REPAIR OF THE WALL COATING SYSTEM AND DOES NOT INCLUDE UNDER ANY CIRCUMSTANCES INCIDENTAL OR CONSEQUENTIAL DAMAGE OF ANY KIND TO THE BUILDING UPON WHICH THE WALL IS AFFIXED OR ITS CONTENTS, LOSS OF RENT OR PROFITS OR ANY INCONVENIENCE.

Any claim or dispute between Owner and ECS arising out of this warranty or relating to any material supplied or specifically required by ECS shall be governed by the laws of the State of Minnesota, USA, and resolved by final and binding arbitration in Minneapolis, MN, USA, in accordance with the rules of the American Arbitration Association. If any provision of this Warranty shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Warranty shall remain in full force and effect.