

# Roofing Warranty

Limited Product Warranty for  
Shingle Saver or Revive Products

## INTRODUCTION

Thank you for your recent purchase of Revive or Shingle Saver Product from Proper Roofing and Remodeling LLC (“**Proper Roofing**”). The present limited documentation warranty (the “**Warranty**”) covers the following Revive and Shingle Saver Products: Shingle Technology and Torch Down (SBS) commercial roof Technology. If anything in this Warranty is not clear to you, please contact us at the address below or by email at Info@ProperRoof.com.

## **Terms Used in This Warranty Document**

“**Building**” refers to the specific structure to which any Product will be applied, or has been applied, on or to the building’s existing roof.

“**Authorized Reseller or Applicator**” means the person with a GoNano Authorized Applicator Contract (i.e., purchase and supply agreement, authorized reseller agreement, etc.), the result of which is the application of a GoNano Product to specific premises.

“**Contract Value**” means the total amount paid by the Client to Proper Roofing for the Treatment.

“**GoNano**” refers to the original brand owner of the Product(s).

“**Product(s)**” means any of the GoNano Revive and/or Shingle Saver products selected to be applied or actually applied to the Building.

“**You**” or “**Client**” means you as a client and as purchaser of any Product from an Authorized Reseller.

## LIMITED WARRANTY

This Limited Warranty offered by GoNano through its Authorized Reseller (“**Limited Warranty**”)

automatically applies without further monetary contribution from You, however subject to the conditions set forth in this document, to any manufacturing or installation defects of the Revive or Shingle Saver Product, as defined herein. Subject to the conditions, exclusions, limitations, and requirements set forth in this document, the Authorized Reseller warrants that the Product selected for or applied to the Building will protect asphalt shingles or EPDM/Torch down commercial roof Technology, improve their durability, and offer added protection against high winds, hailstorms, or leaks during instances of heavy precipitation for a period of five (5) to fifteen (15) years from the Treatment Date.

The Limited Warranty shall be prorated, and its sole liability under this Limited Warranty is to refund a prorated portion of the Product Cost during the Limited Warranty period from the Treatment Date, only in the event the Product fails in one of the following ways:

1. 30% or more of the treated surface or shingles peel, curl, or wave during the warranty period; or
2. The treated roof suffers a water leak penetrating through the treated shingles during the warranty period.

## LIMITED WARRANTY DESCRIPTION

The auto declaration with regard to the roof’s age, made by the Client to the Authorized Reseller, shall reflect the reality and shall be evidenced with appropriate documentation. Proper Roofing may and shall be permitted to request any relevant proof of the roof’s age claimed earlier by the Client. Proper Roofing could request for, without limitation, a proof of purchase, a warranty certificate from the shingle manufacturer or any other relevant information.

The Limited Warranty shall, in any event, be limited as follows:

- Roof under five (5) year old treated with the Shingle Saver Product: 15 years prorated;
- Roof between 5 and 10 years old treated with the Shingle Saver Product: 10 years prorated;
- Roof between 10 and 15 years old treated with the Shingle Saver Product: 5 years prorated;
- Roof over 15 years old treated with the Shingle Saver Product: There is no warranty and those aged roofs are not covered at all under this Limited Warranty;
- Roof under 5 years old treated with the Revive Product: There is no warranty, not covered at all under this Limited Warranty;
- Roof between 5 years and 10 years old treated with the Revive Product: 15 years prorated;
- Roof between 10 years and 15 years old treated with the Revive Product: 10 years prorated;
- Roof between 15 years and 20 years old treated with the Revive Product: 5 years prorated; and
- Roof over 20 years old treated with the Revive Product: There is no warranty, not covered at all under this Limited Warranty.

### **ADDITIONAL WARRANTY**

In addition, Proper Roofing will add an additional warranty to the Limited Warranty that, subject to certain conditions, automatically applies to any Product purchase by a Client (the “**Additional Warranty**”). The Additional Warranty is offered exclusively Proper Roofing, and GoNano shall have no liability whatsoever with respect to such Additional Warranty.

The Additional Warranty is offered without any additional cost, unless expressly specified in the paragraph above, and may be claimed by You during a 180 months period following the

Treatment Date of your Building. Under this Additional Warranty, You are eligible to receive a credit equivalent to 100 % of the Contract Value for the GoNano Product. Any other products or services are not included under the Additional Warranty. The contract value of the GoNano Application may be applied to the replacement of your roof by Proper Roofing. This Additional Warranty is transferable one time when a change in ownership of the property takes place. Proper Roofing may ask for property records to validate the transfer of the Additional Warranty. The Additional Warranty is not transferable to any other property.

### **WARRANTY CLAIM PROCEDURES AND REMEDIES FOR THE LIMITED WARRANTY**

With respect to the Limited Warranty, expressly excluding a claim under the Additional Warranty, the Client is required to immediately notify Proper Roofing in writing at the address shown below, within twenty (20) days of discovery of the alleged defect, and upon request from Proper Roofing, provide it or its authorized representative, access to the Building and roof, or instruct the Building owner to allow such visit by the Proper Roofing or any person mandated to do so, in order to inspect any areas with alleged defective Product at any such time as may be reasonable.

The Client shall promptly:

- (i) Follow any verbal notice and written notice provided by Proper Roofing
- (ii) Allow Proper Roofing to send an independent inspector (the “**Independent Inspector**”) to provide it with a written or electronic record of the inspection findings, and any recommended repairs (the “**Report**”). Failure to notify Proper Roofing of any claim within twenty (20) days of discovery will void the Limited Warranty

No repairs to or replacement of the Product shall extend the initial Warranty Period whether there

is a claim under the Limited Warranty or the Additional Warranty. Proper Roofing shall not be responsible for the cost of moving any rooftop equipment in order to investigate the claim or to make repairs.

### **EXCLUSIONS AND LIMITATIONS**

Proper Roofing shall not be liable under the Limited Warranty, expressly excluding a claim under the Additional Warranty, or otherwise for:

1. Fire, cracks, blisters, delamination, deficiencies, or openings in the underlying roofing system; damage to the roof assembly, substrate or structure resulting from lack of positive, proper or adequate drainage; settling, distortion, or other failure of the building structure; faulty, defective or improper building or structure design; coatings, primers, spray polyurethane foam, insulation or boards manufactured by other companies; or
2. Natural causes including but not limited to damage as a result of Acts of God including but not limited to floods, lightning, windstorms, hail, hurricanes, tornadoes, earthquakes, wind-borne debris, or other extraordinary or unusual events or causes; or
3. Vandalism; physical abuse; damage created by wind driven objects and debris, damage or attacks by third parties, foreign objects or agents;
4. Damage caused by plant or animal activity, such as any birds, insects, rodents, or falling and/or wind-borne branches or limbs; or
5. Alterations or additions to, encroachment upon, or erection of structures on the roofing system unless performed by Proper Roofing or otherwise approved in advance in writing by it; or any use of the roofing system other than for its intended purpose; or
6. Damage to or failures caused by over-structures or overburdens (e.g., solar panels, HVAC equipment, telecommunication dishes or antennas, etc.); or
7. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, fertilizer manufacturing, paper plant, aviation fuel or the like, or other corrosive emissions from any other type of manufacturing plant; or
8. Failure of the Client to use reasonable care in maintaining the roof including, but not limited to, by removing all debris and other organic matter from gutter and drain system as well as cut back trees and vegetation that hang over the roof; or
9. Damage caused or furthered by the Client's lack of roof maintenance, known by the Client at Treatment Date, or delay in reporting any alleged defect to Proper Roofing; or
10. Damage caused by humans or human activity, such as, without limitation, subsequent construction or maintenance activity or damage from repeated traffic or tools; or
11. Color changes (fading, staining), natural weathering, due to the accumulation of dirt or other contaminants deposited on the Building roof from the atmosphere, or from incompatible substrates; or
12. Temporary repairs to the roof restoration coating or the underlying roofing system made by personnel or other persons that have not been priorly approved by Proper Roofing; or
13. Specific areas of the roof that are excluded from the Warranty coverage, if listed in this Warranty; or
14. Damage caused by any improper installation of shingles made by any other person that is not Proper Roofing or a person mandated by it, and any water infiltration or wind damage resulting from the said improper installation of the shingles.

The aforementioned conditions are applicable to the Limited Warranty. For more precision, the Additional Warranty also subject to these limitations and conditions.

As a Client, you may elect between a claim under the Limited Warranty OR the Additional Warranty. These warranties cannot be used simultaneously.

### **LIMITATION OF LIABILITY**

This Limited Warranty and Proper Roofing are in lieu of, and Proper Roofing **EXPRESSLY DISCLAIMS**, ALL OTHER WARRANTIES, whether Statutory, Written or Oral, EXPRESS OR IMPLIED.

PROPER ROOFING EXPRESSLY DISCLAIMS, and **DOES NOT PROVIDE**, any **Warranty of Merchantability** and EXPRESSLY DISCLAIMS and **DOES NOT PROVIDE** any **Warranty of Fitness for a Particular Purpose**.

### **LIMITATION OF REMEDIES**

If the Product suffers from a condition covered by the Limited Warranty set forth above, the Client's **SOLE REMEDIES** FOR BREACH OF ANY WARRANTY SHALL BE, UPON ELECTION FROM THE CLIENT, (A) **THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR A PRORATED REFUND OF THE TREATMENT COST AS OUTLINED ABOVE** in Section "Limited Warranty Description" **IN ACCORDANCE WITH THE LIMITED WARRANTY, OR (B) A PARTIAL OR FULL REFUND OF THE CONTRACT VALUE, AS THE CASE MAY BE AND THROUGH A CREDIT APPLICABLE TO ANY FURTHER TREATMENT ON THE BUILDING, IN ACCORDANCE WITH THE ADDITIONAL WARRANTY.**

PROPER ROOFING **SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY COSTS ASSOCIATED WITH THE BUILDING EXCEPT REPLACEMENT OF THE DEFECTIVE PRODUCT OR THE REFUND OF THE TREATMENT COST AS OUTLINED**

**ABOVE. ANY SUBSEQUENT APPLICATION TO REPLACE THE DEFECTIVE PRODUCT AREA MUST BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE REQUIREMENTS SET FORTH HEREIN.**

The Client acknowledges and agrees **THAT REGARDLESS OF THE FAILURE OF THE SOLE AND EXCLUSIVE REMEDY PROVIDED FOR HEREUNDER, PROPER ROOFING SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OF WHATSOEVER KIND OR NATURE.** The parties **intend the exclusion of consequential damages as an INDEPENDENT AGREEMENT apart from the SOLE AND EXCLUSIVE REMEDY herein.**

**IN NO EVENT SHALL AUTHORIZED RESELLER'S LIABILITY EXCEED THE PRICE PAID TO IT OR ITS AUTHORIZED MERCHANT FOR THE PRODUCT.**

### **MANDATORY ARBITRATION**

You and Proper Roofing both agree that any and all disputes, claims, or controversies arising out of or relating to the Product, its application or this Warranty, or any other related issues (collectively, "**Disputes**") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of another party's copyrights, trademarks, trade secrets, patents, or any other intellectual property right. You acknowledge and agree that both you and Proper Roofing **are each waiving the right to a trial by jury** or to **participate as a plaintiff or class member** in any purported class action or representative proceeding. Furthermore, unless you and the Proper Roofing otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this

“Mandatory Arbitration” section will be deemed void. Except as provided in the preceding sentence, this Mandatory Arbitration Provision shall survive the term of this Warranty.

**Mandatory Pre-Arbitration Dispute Resolution and Notification.** At least thirty (30) days prior to initiating an arbitration, You and the Proper Roofing both agree to notify the other party of the dispute in writing and attempt in good faith to negotiate an informal resolution. You must send your notice of dispute to the Proper Roofing by mailing to the Address below. Proper Roofing will send its notice of dispute to the address or email address associated with your information in Proper Roofing’s records if it is not specified above. A notice of dispute must include: (a) the party’s name and preferred contact information; (b) a detailed description of the dispute; and (c) a detailed specification of the relief sought. If the parties are unable to resolve the dispute within the 30-day period, only then may either party commence arbitration by filing a written Demand for Arbitration (available at [www.adr.org](http://www.adr.org)) with the American Arbitration Association (AAA) and provide a copy to the other party as specified in the AAA Rules (available at [www.adr.org](http://www.adr.org)).

**Arbitration Rules and Governing Law.** The arbitration will be administered by the AAA in

*Note: This Warranty is not in effect until signed below by the Client and the Authorized Representative of Proper Roofing.*

accordance with the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified in this Mandatory Arbitration section and expressly excluding any mandatory mediation process in the AAA Rules. The Federal Arbitration Act will govern the interpretation and enforcement of this section. All substantive disputes will be governed by the laws of the State of Florida.

**SAVINGS AND SEVERABILITY**

To the extent that this Warranty is inconsistent with applicable law, this Warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this Warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this Warranty to the effect of the original intent of the parties as closely as possible while rendering the term and this Warranty fully legal and enforceable. If a term in this Warranty cannot be rendered legal and enforceable accordingly, the parties intend for the arbitrator or court to sever the illegal or unenforceable term from this Warranty, leaving the remainder of this Warranty enforceable, except as applies to the Mandatory Arbitration provision above.

<b>PROPER ROOFING AND REMODELING LLC</b>	
<b>Authorized Reseller Representative:</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b>
<b>Client’s Full Name:</b>	<b>Date:</b>
<b>Signature:</b>	<b>Title:</b>