



____ Year Manufacturers Limited Warranty Registration Form

OWNER OR CONTRACTOR to fill out this section of form ONLY.

All items in this section must be completed. Warranty Term will be filled in by SRS Warranty Department. The term will be determined by Material type(s) and Quantities used on the specific job. The warranty certificate will then be returned to you. E-mail your completed form to srswarrantyforms@apoc.com. For information on warranty terms and qualifications visit www.srstopshield.com.

Area of Roof (Squares): _____
Date of Completion: _____
Roof Specifications: _____
TopShield Roof Materials: _____
Project Name: _____
Project Address: _____

Owner's Name: _____
Owner's Address: _____
Owner's Phone: _____ Fax: _____
Contractor's Name: _____
Contractor's Address: _____
Contractor's Phone: _____ Fax: _____
Contractor's Email: _____

FOR SRS WARRANTY DEPARTMENT ONLY

Warranty Number: _____ Approved Warranty Term: _____

Upon completion of roof, email completed form to: srswarrantyforms@apoc.com

Form may also be mailed in to: Warranty Department, P.O. Box 5449, Tampa, FL 33675

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For the warranty period listed and approved above, from date of purchase, SRS Distribution, a Texas Corporation, (herein SRS), warrants to the original building owner, that the TopShield coatings used on the roof (listed above), will be free from any manufacturing defects that will materially affect the products performance on the building owner's roof at the project address listed above.

In the event there is a failure, during the warranty period, and it is associated with a manufacturing defect of the TopShield coating installed, SRS shall, at its own discretion, replace the defective product or reimburse the purchase price of the defective product, only, in the area it is deemed to be defective. Because SRS has no control over the variables involved during application of its products, SRS cannot guarantee results of the application including, but not limited to, suitability of substrate, watertight capabilities or appearance. This Limited Warranty only covers the TopShield coating and is also subject to the following additional terms and conditions:

A. REGISTRATION: Completed form must be returned to SRS within 60 days after completion of job. Completed form must be emailed to: srswarrantyforms@apoc.com or mailed in to: Warranty Department, P.O. Box 5449, Tampa, FL 33675.

B. PRODUCTS & INSTALLATION: This warranty is only applicable when TopShield products are properly installed according to published TopShield specifications (found at www.srstopshield.com) and label instructions. Note: Specifications and installation requirements may change from time to time. Ensure most updated installation requirements prior to the start of any work.

C. EFFECTIVE DATE: This warranty shall not become effective until all bills for installation; materials and services sold in conjunction with this project are paid for in full.

D. EXCLUSIONS FROM COVERAGE: Damage for any reason to building contents or any part of the building itself, other than the TopShield coating installed, is excluded from this warranty. Among the causes of failure or damage excluded from the coverage hereof are the following:

- 1. Any and all damage caused directly or indirectly by unusual occurrences of the elements such as, but not limited to, natural disasters, falling objects, cyclones, tornadoes, or other winds or gusts exceeding Force 7 on the Beaufort scale, earthquakes, lightning, hail, fire, etc.
2. SRS shall not be liable for any incidental, consequential or other damages including, but not limited to the loss of sales, profits, rent payments, inventory, equipment, valuables or other monetary losses or damages to the structure or the structure's contents, even if the actions or remedies provided under this warranty do not perform their specified purpose.
3. Damage to the roof coating caused by misuse, abuse, falling objects, tools, foot traffic, clogged drains or installation of additional equipment, accessories or roof penetrations.
4. Structural integrity of existing roof, deck or building. An engineer should be consulted independently if ponding water is present on the roof. Ponding water presents unique weight load issues that can result in collapse hazards leading to serious injury or death.
5. Damage to, or failure of, the roof coating in any manner caused or contributed to by settlement, cracking, warping, expansion, contraction, deflection, or other movement of the building structure.
6. Mold, bacterial growth and other damage caused by water or moisture entering building, regardless of fault.
7. THIS WARRANTY SPECIFICALLY EXCLUDES ALL INSTALLATION COSTS LABOR OR COSTS OF LABOR. This warranty also does not extend to labor costs for inspection, testing or repair of coating or any other labor costs.
8. This warranty is void if patched, sealed or repaired with any product other than TopShield products.

F. ENGINEERING: SRS does not practice Engineering or Architecture. Neither this warranty nor any review of the building's construction or inspection of roof plans or inspection of the building's structural roof deck by SRS representatives shall constitute any warranty by SRS of such plans, specifications and construction or in any way constitute an extension of the terms of this warranty. Any roof inspections are solely for the benefit of SRS.

G. OWNER IS RESPONSIBLE FOR ROUTINE ROOF MAINTENANCE: This Manufacturers Limited Warranty is not a maintenance agreement or an insurance policy. Routine inspections and maintenance of the roof system must be completed and is the owner's responsibility. Inspections and records shall take place on a semi-annual basis and after any major storms or disasters. Periodic inspections shall include making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains, etc., and are the owner's responsibility. Lack of regular maintenance shall void this warranty.

H. SUBMISSION OF CLAIM: If the above materials do not perform as stated, owner shall provide written notice of claim, a copy of this certificate, including a statement identifying the scope of the defect, evidence of the defect, a copy of this certificate and Original Proof of Purchase of TopShield products within 30 days after discovery of alleged defect to: Warranty Claims Department, P.O. Box 5449, Tampa, FL 33675 (note: contract or invoice from roofer for service, product or work completed does not constitute Proof of Purchase of TopShield products. Original Proof of Purchase is required and best obtained from dealer. Copies are not accepted). Failure to so advise SRS in a timely manner shall relieve SRS of any obligation under this warranty. Note: Notice of claim to your contractor does not constitute notice to SRS.

I. DISCLAIMER: TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY SUPERCEDES AND IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED. SOME STATES DO NOT ALLOW DISCLAIMER OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. THIS WARRANTY SHALL BE OWNER'S EXCLUSIVE REMEDY AGAINST SRS AND ITS AFFILIATES. THE REMEDIES ABOVE SHALL BE OWNER'S EXCLUSIVE REMEDY AGAINST SRS AND ITS AFFILIATES FOR ANY BREACH OF THIS LIMITED WARRANTY. NEITHER SRS NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, WHETHER BASED IN NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY, OR ANY OTHER THEORY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods is inapplicable. As a condition precedent to litigation, any controversy or claim arising out of or relating to this warranty must be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, SRS agrees, and Owner's purchase of this TopShield product constitutes its agreement, that the exclusive venue for any dispute between them shall be brought in a court of competent jurisdiction seated in Hillsborough County, Florida. This warranty shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws. SRS irrevocably consents, and Owner's purchase of this product constitutes its irrevocable consent, to the jurisdiction and venue of the above identified courts.

J. MODIFICATION OF WARRANTY: This limited warranty is only enforceable by the original purchaser, is Non-transferable and may not be changed or modified except in writing, signed by an officer of SRS. No one (other than an officer of SRS) has the authority to assume any additional liability or responsibility for SRS in connection with the TopShield product(s) except as described in this Warranty. This Warranty gives you specific legal rights, and you may have other rights that vary from jurisdiction to jurisdiction.