



**NATIONWIDE PROTECTIVE COATING MFRS., INC.**  
**GENERAL LIMITED MATERIAL WARRANTY**  
**TERMS & CONDITIONS**

**MANUFACTURER'S  
LIMITED MATERIAL  
WARRANTY PERIOD  
VARIES BY  
PRODUCT**

(SOME PRODUCTS HAVE LIMITATIONS SUPERCEEDING THOSE STATED HERE)

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_ APPLICATION DATE: \_\_\_\_\_ PROCESSED BY: \_\_\_\_\_  
WARRANTY NUMBER: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_ AUTHORIZATION: \_\_\_\_\_  
TYPE OF SURFACE: \_\_\_\_\_ SQUARE FEET OF COATED SURFACE: \_\_\_\_\_ Square Feet

**THE NATIONWIDE ADVANTAGE**

Nationwide Protective Coating Manufacturers, Inc., referred to as NPCMI, a corporation in the state of Florida, with offices at 7106 24th Court East, Sarasota, Florida, 34243, warrants that the above mentioned product when properly applied will not CRACK, CHIP or PEEL from the surface upon which it is applied and will be free of manufacturing defects, on a pro-rated basis for the above mentioned warranty period of time. Any questions on application, warranty, product, etc. can be directed to our Technical Department at (941) 753-7500.

**MAXIMUM REPLACEMENT COVERAGE**

NPCMI's maximum liability under the terms of this Warranty shall be limited to the reasonable replacement cost of product that has been fully paid for and shall be limited to defective product in the affected area. Full replacement cost will be recoverable for product installed for a period of twelve (12) months or less. Replacement costs for products installed for over twelve (12) months shall be calculated by reducing the reasonable replacement cost by a percentage based upon the number of months elapsed in the warranty period divided by the number of months in the original warranty period.

**WARRANTY REQUIREMENTS**

- (1) Upon discovery of a manufacturing defect, you must immediately contact your contractor and/or dealer so that arrangements to inspect such alleged defects can be made.
- (2) Warranty holder shall be required to complete the necessary reports, along with such photos and samples which may be reasonably requested by NPCMI to properly assess NPCMI's responsibility under this warranty.
- (3) In the event that the original dealer and/or contractor is unavailable, a new contractor must be located by property owner named above, for analysis and determination of alleged defect.
- (4) NPCMI's liability is to provide a sufficient amount of product to correct the defective area only. (F.O.B. Sarasota, Florida)
- (5) Flat roofs with a slope less than 1" per 24" (2%), require that an annual maintenance be performed by an Authorized Applicator. Failure to perform annual maintenance will result in the warranty being void. Documentation of Annual Maintenance will need to be submitted if a warranty claim is made.
- (6) This warranty is applicable only when products are applied in strict conformance with the manufacturer's specifications pursuant to an application procedures manual that is available upon request, and applied by an authorized NPCMI (contractor) applicator and/or dealer. NPCMI shall have no responsibility for damage or defects caused by faulty or improper application or application that was applied over unsound, damaged, decayed or rotten areas that were not properly repaired or prepared; and is not responsible in any respect for the contractor and/or it's laborers and their performance.

**LIMITATIONS ON COVERAGE**

**This Warranty Does Not Apply and Nationwide Protective Coating Manufacturers, Inc. Will Not Be Liable For The Following:**

- (1) Damage to any of our products caused by a failure of any product that was not manufactured or distributed through NPCMI.
- (2) Acts of God, natural disasters, including but not limited to: floods, lightning, fire, hail, earthquakes, wind and storm damage.
- (3) Failure from the settling and/or movements of any materials undetected, or unforeseen at the time of application such as insect infestation, foliage decomposition, rotting wood, base flashings, structural movements, settlements, etc.
- (4) Failure due to moving parts.
- (5) Failure due to damages caused by additions to premises, alterations, placement of and replacement of equipment.
- (6) Failure due to improper ventilation and penetration of moistures or condensations around walls, parapets, built in structures, and other surrounding areas.
- (7) Failure due to the settling of any amount of water except when the following conditions are met:
  - (a) No area of the roofing surface shall accumulate in excess of ½ inch of ponding, settling or standing water.
  - (b) No ponding water regardless of depth can remain longer than 72 hours on the roofing surface.
  - (c) No area of the roof surface shall have a negative slope or negative elevation of more than ½ inch from any perimeter point of the roof.
  - (d) There shall be adequate roof drains and/or scuppers when the parapet walls are higher than ½ inch above the roof surface.
  - (e) When no parapet walls exist, the drip edge must be level to or lower than the roof surface.
- (8) Failure due to building design and construction which cause structural movements, settlements, defects, etc.
- (9) Failure due to the neglect and/or lack of routine cleaning and care by owner upon discovery of environmental chemical attack including but not limited to: acid rain, airplane exhaust, pesticides and pollution.
- (10) Failure due to the old coating; Recognize that any surface preparation short of total removal of the old coating may compromise the service length of this paint/coating system.
- (11) Water penetration resulting from structural cracks or defects, or faulty construction, design or materials, misuse of the structure, settlement or expansion of the structure, accident, fire or other casualty or other physical damage, disintegration of the substrate, or mechanical damage caused by individuals, tools or outside agents.

**WEATHERING CONSIDERATIONS**

NPCMI's products are not warranted to permanently retain color since exposure to environmental and climatic conditions could cause gradual fading, especially in the choice of dark colors.

**LEAKS**

Leaks resulting from acts of providence, owner or their agents, are not the responsibility of NPCMI and under no circumstances shall NPCMI be liable in any respects to the building, it's occupants, it's contents or for any consequential or incidental damages. Leaks are required to be repaired prior to the application of any coating and therefore ANY past, present or future leaks are not covered under this warranty.

**LIMITATIONS**

Any implied warranty, including warranty of fitness for a particular use or purpose, and warranty of merchantability, is limited in duration to the express warranty provided herein unless a shorter period is permitted by law. NPCMI shall not be liable for incidental or consequential damages or for damage to the building, it's contents, or it's occupants. This warranty contains all of the provisions of your remedies from NPCMI. NPCMI's liability is limited to the provisions of this warranty whether any claim against it is based upon strict liability, negligence, breach of warranty or any other theory or cause of action. Venue in reference to this warranty shall be Manatee County, Florida, U.S.A. Some states do not allow limitations on how long an implied warranty lasts or the exclusion of incidental or consequential damages so the above limitations or exclusions may not apply to you.

**NOTIFICATION OF CLAIMS**

Claims pursuant to this warranty must be submitted in writing with a photocopy of this warranty to Nationwide Protective Coating Manufacturers, Inc., 7106 24th Court East, Sarasota, Florida, 34243, within thirty days after discovery of alleged defect with our product(s). Documentation of Annual Maintenance by an Authorized Applicator needs to be submitted along with the warranty claim.

**MODIFICATION of this LIMITED WARRANTY / SUBSTITUTION of MATERIALS**

This limited warranty may not be changed or modified unless specifically outlined in this document. If the product which replacement under this warranty is no longer manufactured and/or distributed by NPCMI, NPCMI may substitute a like material.

**TRANSFER OF WARRANTY**

This warranty is transferable with the written consent of NPCMI. See the reverse side of this Warranty for transfer instructions. Any transfer or assignment of this Warranty made without the written consent of NPCMI shall be void.