



10 Year NDL Performance & Labor Warranty

Owners Name:

Certified Applicator:

Owners Address:

Applicators Address:

Project Name/Address:

Contact Name:

Contact Name:

Applicators Phone:

Contact Phone:

Management Company:

Substrate:

Management Phone:

Project Square Footage:

Project Completion Date:

Covered Acrylabs Products:

1. Acrysystems Laboratories, Inc. D.B.A. Acrylabs, 101 N. Prospect St., Reading, PA 19606 (the "Warrantor") hereby warrants to the Owner (the "Owner") of the Project/Building identified above (the "Project"), subject to the terms and conditions of this Limited Warranty, that the covered product(s) identified above (the "Acrylabs Products") installed by the Certified Applicator identified above (the "Applicator") will not leak for a period of ten (10) years (the warranty period) from the completion date certified by the Warrantor (the "Completion Date").
2. This Limited Warranty is valid only if signed by the Warrantor below and shall not be effective unless and until: (a) the Applicator is a Certified Applicator approved by the Warrantor to apply and install the Acrylabs Products; (b) the applicator submits Acrylabs signed Applicator Agreement (c) the Warrantor has provided to the Applicator application and installation specifications for this particular project; (d) the Applicator, and only the Applicator, has completed application and installation of the Acrylabs Products on this project in strict accordance with all specifications and instructions of the Warrantor; (e) all fees pertaining to the Project, the Acrylabs Products and the Limited Warranty due to the Warrantor and or the Applicator have been paid in full; (f) the Warrantor has had the opportunity to inspect the Project, and the application and installation process at any time and from time to time at its discretion prior to Completion Date; and (g) the Warrantor has inspected the Project and the completed Acrylabs Product application and installation and determined that such appears to have been completed by the Applicator in strict accordance with all specifications of the Warrantor, and the Warrantor has certified a Completion Date.
3. In order to maximize the trouble-free performance of the Acrylabs roof, the building owner must perform regular inspections and maintenance and keep records of this work. These inspections must be performed on an annual basis and log records of these activities shall be made available to Acrylabs upon request. Failure to perform inspections and/or maintain log may result in voiding of this warranty.

4. The Owner must provide the Warrantor with written notice of any leaks, noticeable damage or other problems with the Project and/or the Acrylabs Products installed thereon, as promptly as possible and in no event later than ten (10) days of the discovery thereof. *NOTE: The roofing contractor is NOT an agent of Acrylabs; notice to the roofing contractor is NOT notice to Acrylabs.
5. Subject to other restrictions in this Limited Warranty, if, upon the Warrantor's inspection, it determines that a leak has occurred at the Project during the Warranty Period resulting solely from a defect in the Acrylabs Products, the Warrantor's liabilities and obligations hereunder, and the Owners remedies hereunder, shall be limited to the Warrantor providing replacement product(s) of the Warrantor (consisting solely of Acrylabs Products or other Warrantor products of a substantially similar quality, in the Warrantor's sole discretion) and the labor to apply and install such product(s) in a diligent and good faith effort to repair such leak(s) with no dollar limit (NDL).
6. This Limited Warranty shall not apply if Owner has not complied in full with all of the terms and conditions of this Limited Warranty and/or if any leaks occur prior to the Completion Date or are caused by any circumstances not described in paragraph 5 above, including (without limitation) damage from vandalism, the acts of any person other than Warrantor (and its agent or employees), falling objects, downed trees or branches, animals, plant life, bacteria growth and other casualties; defects in or failure of the Project and any failing of previous coatings under Acrylabs product(s), any building thereof, any parts thereof or any substrate materials or their installation; ponding water; lightning, hurricanes, tornadoes, earthquakes, hail, floods, tropical storms or other natural disasters; improper care, maintenance or repair by any person other than Warrantor (its agents or employees); failure of the Owner to follow the care and maintenance instructions of the Warrantor, including (without limitation) periodic cleaning and clearing of roof, drains and other applicable areas; or inadequate roof drainage howsoever caused.
7. Except for repair of leaks in accordance with section 5 above and as limited by the other terms and conditions of this Limited warranty, the warrantor shall not be liable for any other expenses, claims or damages of any kind howsoever caused, including, without limitation, any direct, indirect, consequential, incidental or special damages whether resulting from leaks or otherwise. This Limited Warranty does not cover discoloration or any changes to the color of the Project roof or the Acrylabs Products.
8. The Owner hereby accepts this Limited Warranty and hereby acknowledges that this Limited Warranty replaces all other representations, warranties, guarantees or conditions, expressed or implied, statutory or otherwise, of the Warrantor with respect to the manufacture or installation of the Acrylabs Products, and there are no other representations, warranties, conditions or guarantees, expressed or implied, by the warrantor with respect to the Acrylabs products or the manufacturer or installation thereof, including, without limitation, any warranty of merchantability or fitness for a particular purpose, except the Limited Warranty given hereunder.
9. The Limited Warranty and its validity, interpretation, performance, and enforcement shall be governed by the internal laws of the Commonwealth of Pennsylvania, notwithstanding any conflict-of-laws rules. Any dispute hereunder shall be litigated in the state or federal courts having jurisdiction in Lancaster County, Pennsylvania, by non-jury trial. In the event of any dispute hereunder, the prevailing party shall be entitled to collect its reasonable legal fees and costs of litigation. The word "including" when used herein is intended to be exemplary and inclusive of the word or phrase it modifies and is not intended to be exclusive or limiting.

THE OWNER HAS READ, UNDERSTOOD AND, BY PURCHASING THIS PRODUCT, AGREES TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS.

Acrysystems Laboratories, Inc.

By: _____

Date: _____

WARRANTY NUMBER: