

GACOPATCH™ SILICONE ROOF SEALANT LIMITED MATERIAL WARRANTY

Gaco™

Warranty No:

Date of Purchase:

Building Identification:

Building Address:

Building Owner:

Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), warrants to the Building Owner ("Owner") named above that the GacoFlex™ GacoPatch™ Silicone Roof Sealant (GR15 Series) purchased by Owner and properly registered for this Building (the "GacoPatch") meets the specifications listed on the GacoPatch Product Data Sheet.

TERMS, CONDITIONS, AND LIMITATIONS

Notice. In the event of a claim, Owner must give written notice to Holcim Warranty Services ("Warranty Services") at the address below. Notification must include a description of the nature of the claim and a copy of Owner's original purchase receipt for the GacoPatch. When required by Holcim, Owner must submit three (3) samples of the installed GacoPatch selected as follows: two samples must be taken from the suspected area and one sample must be from another area. The costs related to removal of the samples are not included in this Limited Warranty. Holcim will have no obligation under this Limited Warranty if Owner fails to give proper notice to Warranty Services as set forth herein. Notifying a contractor, a re-seller, or an authorized Gaco sales representative is not notice to Warranty Services as required by this section.

Replacement Product. In the event that Holcim determines the GacoPatch does not meet the specifications listed on the Product Data Sheet published by Holcim at the time of purchase, Owner's sole and exclusive remedy and Holcim's total liability shall be limited to providing product sufficient to replace the con-conforming product.

Non-Assignability. This Limited Warranty is not transferable or assignable in any manner and Holcim precludes Owner from claiming, representing, or implying that this Limited Warranty extends to or is available to anyone other than the Building Owner named above.

Disputes. In the event that Owner and Holcim do not resolve any dispute, controversy, or claim pertaining to the GacoPatch, Owner and Holcim agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts located in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflict of laws. Owner hereby releases Holcim from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Waiver and Severability. This Limited Warranty is not transferable or assignable in any manner and Holcim precludes Owner from claiming, representing, or implying that this Limited Warranty extends to or is available to anyone other than the Building Owner named above.

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Eligibility. This Limited Warranty shall be null and void if the product batch numbers submitted with the attached registration are invalid, if the GacoPatch was purchased or installed after its Storage Stability period, or if the GacoPatch is not installed according to the instructions listed on the GacoPatch Product Data Sheet.

HOLCIM DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY HOLCIM. HOLCIM SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY HOLCIM. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HOLCIM HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST HOLCIM AND HOLCIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, OR THE SUBSTRATE. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED, OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF HOLCIM. NO OTHER PERSON HAS ANY AUTHORITY TO BIND HOLCIM WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.