



## MEGAFLEX™ FIVE-YEAR MATERIAL WARRANTY

**Building Owner/Address:** \_\_\_\_\_

**Building Name/Address:** \_\_\_\_\_

**Roofing Contractor:** \_\_\_\_\_ **Date of Completion:** \_\_\_\_\_

MEGA Industries Corporation (hereafter "MEGA"), a Florida Corporation with a mailing address of P.O. Box 9096, Phoenix, AZ 85068, warrants to the building owner identified above that MEGA, for a period of Five (5) years from the date of completion identified above, will provide sufficient quantities of MegaFLEX™ roof/wall coating, or equal type material, to repair any areas of coating delamination which may occur due to deterioration of the coating as a result of ordinary weathering of the MEGAFLEX™ Roof or Wall Coating installed on the building identified above, subject to the following terms and conditions:

### TERMS and CONDITIONS

1. The MEGAFLEX™ Roof/Wall Coating must be installed in accordance with MEGA's current published application specifications covering all precautions, surface preparations and coating applications.
2. The building owner shall notify MEGA, in writing at the address noted below, within ten (10) days of discovery of any delamination. MEGA, upon inspection of the area(s), will arrange for material delivery for repairs should MEGA determine the cause of such delamination(s) is within the terms and conditions set forth in this limited warranty.
3. MEGA, its employees and representatives, shall have full access to the roof area during normal business hours during the term of this limited warranty provided proper notification is given to the owner.
4. MEGA disclaims any coverage and MEGA does not cover delamination caused by the following conditions and situations:
 

<ol style="list-style-type: none"> <li>a. areas of the roof where ponding or standing water exist longer than forty-eight (48) hours;</li> <li>b. failure of the building owner to exercise reasonable care in the maintenance of the roof area of the building;</li> <li>c. faulty application, or defects in, design or construction of the roof deck, or wall surface parapets, vents, drains, curbs, flashings, or any other underlying or adjacent surfaces, or material and equipment on, or structural components of the roof or building;</li> <li>d. negligence or willful misconduct of third parties, including vandalism and/or misuse;</li> <li>e. fire or natural disasters (such as gale wind, hurricane, tornado, hail, lightning, flood or earthquake);</li> <li>f. deterioration or movement of material adjacent to, under or through the MEGAFLEX™ Roof or Wall Coating;</li> <li>g. traffic or storage of materials on the roof;</li> </ol>	<ol style="list-style-type: none"> <li>h. water infiltration or condensation in, through, or around copings, flashings, walls, equipment, building structure or underlying or surrounding areas;</li> <li>i. installations, alterations or repairs made on or through the roof or wall after the MEGAFLEX™ Roof/Wall Coating has been applied such as the installation of heating, cooling, electrical, antennae, mechanical or plumbing structures, fixtures or equipment, etc.;</li> <li>j. Repairs of, or to, the coating made by others who are not Approved Contractors;</li> <li>k. chemical attacks to the Roof or Wall Coating including the use of any solvents, oils, waxes, cooking fats, acids, cements, caustic fluids or foreign solid or liquid deposits.</li> <li>l. Gutters are excluded from this warranty.</li> <li>m. This warranty is not in effect until the warranty fee, if any, or other amounts pertaining to the installation of the coating, have been paid in full.</li> </ol>
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THIS LIMITED WARRANTY IS LIMITED SOLELY TO THE REPLACEMENT OF THE ROOF OR WALL COATING, OR EQUAL MATERIAL, AND DOES NOT INCLUDE, UNDER ANY CIRCUMSTANCES, REPLACEMENT LABOR, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND TO THE BUILDING UPON WHICH THE ROOF IS AFFIXED OR ITS CONTENTS, LOSS OF RENT OR PROFITS OR ANY INCONVENIENCE. MEGA DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

This Limited Warranty is assignable to a subsequent owner of the building with the prior written consent of MEGA. This warranty is not otherwise assignable or transferable, directly or indirectly. Color variances in the installed Roof System due to weathering, pollutants, etc., are excluded from this warranty. Any change in the primary use of the building, as set forth in the Application for Warranty, without the prior written consent of MEGA shall void this warranty.

WARRANTY NO: XX-XX-XX-X

MEGA Industries Corporation  
P.O. Box 9096  
Phoenix, AZ 85068

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