



**KEMPER SYSTEM AMERICA, INC.
MATERIAL ONLY LIMITED WARRANTY**

COMPLETION DATE	PROJECT #: (if applicable)	PROJECT SIZE:
BUILDING OWNER:		
PROPERTY ADDRESS:		
APPLICATOR FIRM:		
APPLICATOR CONTACT:		
APPLICATION LOCATION:		

WARRANTY TERMS AND QUALIFYING MATERIALS

5 YEAR WARRANTY:	Kemperdur EP-FR Finish Kemperdur Deko 2KS-FR Finish Roof Guardian RG-170* Mod Bit: 32 wet mils Metal Roof: 24 wet mils Single Ply: 48 wet mils	Kemperdur Deko Finish Coelan Balcony System Roof Guardian RG-180* Mod Bit: 32 wet mils Metal Roof: 20 wet mils Single Ply: 40 wet mils	Kemperdur Deko Transparent Coelan Parking Deck Coating GreatSeal PE-150	Kemperdur BSF-R Finish Wall Guardian FW-100A Air Barrier
10 YEAR WARRANTY:	Kemperol 2K-PUR System Kemperdur TC Traffic Coating System Roof Guardian RG-170* Mod Bit: 48 wet mils Metal Roof: 48 wet mils Single Ply: 64 wet mils Concrete: 48 wet mils	Kemperol Reflect 2K FR System Kemperdur AC Traffic Coating System	Kemperol AC Speed FR System Kemper Mod Bit System Roof Guardian RG-180* Mod Bit: 40 wet mils Metal Roof: 32 wet mils Single Ply: 48 wet mils Concrete: 32 wet mils	Kemperol 022 System
15 YEAR WARRANTY:	Roof Guardian RG-170* Metal Roof Only : 64 wet mils	Roof Guardian RG-180* Metal Roof Only : 48 wet mils		

*Roof Guardian systems require specific application rates for various substrate that may include primers and base coats. See Guide Specifications, found on www.kempersystem.net, for specific application details.

The Warranty

KEMPER SYSTEM AMERICA, INC. ("KSA") warrants to the **Owner** of the above-referenced **Property** at the time of installation of the above referenced materials ("**Materials**") that the Materials, when installed in accordance with KSA specifications, shall be free from manufacturing defects in content and composition for the above referenced period of **years** from the installation date. This warranty is subject to the requirements, conditions, limitations, and exclusions set forth below.

Claim Notification

The Owner must (i) notify KSA directly in writing through the warranty claim form process located at www.kemper-system.com of any claimed defect within thirty (30) days of its discovery and during the warranty period, and (ii) provide Kemper with written proof of installation date for the Materials. It is the Owner's responsibility to establish the date of installation through documents such as purchase invoices, receipts, contractor billings, service contracts and/or building permits. Failure to give timely notice of a claimed defect or to provide adequate proof of installation date shall constitute absolute waiver of any claim and KSA shall have no liability, under this warranty or otherwise, with respect to such claimed defect. Notwithstanding any other provision in this warranty, KSA's maximum monetary liability over the life of this warranty shall be an amount equal to the original cost of the Materials to the Owner.

Remedy

KSA shall furnish to the Owner replacement Materials for any Materials that are determined by KSA in its sole discretion to be defective during the warranty period. When deemed necessary by KSA, the Owner shall, at its sole expense, (1) provide to KSA photographs and samples of the Materials, (2) remove/replace overburden to enable inspection, (3) furnish KSA and its agents free access to the building and the Materials for inspection and testing, and (4) provide all required scaffolding, staging, and rigging. If after inspection it is determined that the Materials are not defective or that coverage under this warranty is excluded, then the Owner shall reimburse KSA for all costs incurred in investigating the claimed defect. Failure by the Owner to furnish KSA samples, photographs, information or free access to the building or to remove/replace overburden for purposes of inspection shall constitute an absolute waiver of any claim.

LIMITATIONS AND EXCLUSIONS FROM WARRANTY COVERAGE. This warranty does not cover or apply to:

- Costs of removal of defective Materials or installation of replacement Materials, which shall be at the Owner's sole expense;
- Improper installation of the Materials;
- Defects or irregularities caused by any adulteration, alteration, dilution, modification, misuse or improper storage of the Materials after delivery;
- Failure of the Owner to exercise reasonable care in the maintenance of the building;
- The performance of materials not supplied by KSA, regardless of whether KSA approves their use with the Materials;
- Appearance of coatings/surfacings due to surface profile, texture, and/or color changes caused by weathering, man-made, atmospheric or environmental conditions, including but not limited to: dirt, pollutants, or biological agents;
- Areas where standing or ponding water exists longer than forty-eight (48) hours. (Not applicable to all products and systems; see individual Technical Data Sheets);
- Defects in or damage caused by design or construction of the wall components, deck, or any other underlying or adjacent surfaces, or material and equipment on structural components of the wall or building;
- Damage caused by any deliberate or negligent act, repairs, vandalism, act of terrorism or war, mechanical damage, storage of material, or other misuse, abuse or man-made damage;
- Damage caused by animals, flying or falling objects, fires or by natural disasters, including but not limited to earthquakes, hailstorms, windstorms (winds in excess of 72 miles per hour measured at 33 feet above ground for reinforced waterproofing and roofing systems, and 54 miles per hour for unreinforced coatings), hurricanes, and tornadoes;
- Deterioration or movement of materials adjacent to or through the roofing or wall system;
- Leaks or seepage due to existing project conditions that prevent proper termination or adhesion of Materials, including but not limited to tie-ins to adjacent roofing or waterproofing systems, or application to existing coatings or other finish materials;
- Infiltration or condensation in, through or around copings, flashings, walls, building structure or underlying or surrounding areas;
- Installations, penetrations, alterations or repairs made on or through the wall or roof after the Materials have been applied, including but not limited to installation of heating, cooling, electrical, mechanical or plumbing structures, fixtures or equipment;
- Damage caused by unprotected contact with uncured concrete, alkaline materials, organic solvents or any other chemical or substance (solid, liquid, gas, or any other form) that is not listed in KSA's literature as a chemical or substance to which the Materials are resistant and that has not been otherwise approved by KSA in writing.

CONDITIONS TO CONTINUING COVERAGE. This warranty shall be voided if:

- The Owner fails to comply with its obligations under this warranty, including prompt removal/replacement of veneer or overburden, or reimbursement to KSA for expenses incurred in the investigation of non-warranted conditions;
- The Owner fails to remedy conditions affecting the Materials that are excluded from warranty coverage, including maintaining and repairing the building, the Materials, or any other components;
- Repairs or modifications made without KSA's prior written consent damage the Materials.

THIS EXPRESS WARRANTY IS GIVEN BY KSA IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE. The Owner's sole and exclusive remedy against KSA in connection with the purchase, installation, use, and/or performance of the Materials is replacement of the defective Materials as expressed in this warranty. KSA shall not be liable for damage to other components not provided by KSA, the substrate, the building itself, or to the contents of the building, whether or not caused by a defect covered by this warranty. **KSA SHALL NOT BE LIABLE TO THE OWNER OR TO ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES ARISING FROM ANY DEFECT, DELAY, NONDELIVERY, NONPERFORMANCE, RECALL OR OTHER BREACH BY KSA, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, OR OTHER ECONOMIC INJURY.** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states, such as New Jersey, do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, or the limitations on time to bring certain actions, so such limitations contained herein do not apply to individual consumers in New Jersey and may not apply in other states. This warranty is not transferable unless KSA otherwise agrees in writing. Neither the parties to this warranty nor any other person (including applicator firm) may modify or expand this warranty, waive any of the limitations, or make any different or additional warranties with respect to the Materials. Any statements to the contrary are null and void unless made in a writing signed by an authorized representative of KSA. This warranty is subject to and shall be interpreted according to New York law without regard to principles of conflicts of laws. Any controversy or claims relating to the System shall be settled exclusively by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"), in the office of the AAA closest to the Building within the state where the Building is located, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. No action or claim shall be brought against KSA unless filed within one year after the basis for such claim becomes known, or with the exercise of reasonable diligence should have become known, to the Owner or its representatives. Any action or claim not timely filed shall be deemed waived. This agreement to arbitrate disputes shall not, however, apply to any lawsuits commenced by third parties wherein KSA brings a claim against the Owner. This warranty shall not be effective or valid unless or until the Owner has paid in full all invoices of KSA, applicator firm and any other supplier of the Materials.