

Pecora Corporation AVB Limited Warranty

Warranty # xxxx

Date:

Project Reference:

General Contractor:

Applicator:

Owner:

Product(s):

Date of Substantial Completion:

A. Limited Warranty.

Pecora Corporation ("Pecora") warrants to the Owner that the Product(s) is/are manufactured free from defects in material workmanship for a period of 10 years from the Date of Substantial Completion (the "Warranty Period"), subject to the exclusions, limitations, and other terms and conditions contained in this Limited Warranty.

B. Exclusions.

This Limited Warranty expressly excludes coverage for any claim that results from any of the following:

- a) The negligence, gross negligence, or willful misconduct of the General Contractor or Applicator of the Product(s), any employee or agent thereof, or of any third party, including the Owner;
- b) Acts of God or natural phenomenon, including but not limited to fire and lightning, hail, earthquake, tornado, and hurricane;
- c) Vandalism, misuse, abuse, civil disobedience or similar occurrence;
- d) Installation of the Product(s) other than in strict compliance with Pecora's written installation guidelines and specifications, including any project specific recommendations from Pecora (including but not limited to improper surface preparation, insufficient coating thickness or other deviation from Pecora's written installation guidelines);
- e) Improper building practices or design not in accordance with the applicable building codes or regulations;
- f) Failure of the Product(s) to be applied within its/their stated shelf life;
- g) Defects in the structure or any component of the structure not supplied by Pecora;
- h) Contamination from building site oils, acids, chemicals, or similar materials;
- i) Application of the Product(s) to materials or components that are not identified by Pecora in writing prior to installation as compatible with the Product(s);
- j) Movement of the structure resulting in stresses on the Product(s) which exceed Pecora's published specifications for elongation and/or compression, resulting from alterations or repairs, structural settlement, design or construction error, or any other occurrence;



Pecora Corporation AVB Limited Warranty

Warranty # xxxx

- k) Use on or in connection with single-family residential structures; and
- l) With respect to the application of Product(s) on surface areas 5,000 square feet or greater:
 - i. The failure to conduct and document field adhesion tests in order to confirm adhesion under site conditions;
 - ii. The failure to submit field adhesion test results to Pecora within thirty (30) days of completion;
 - iii. The failure to adhere to all requirements for field adhesion testing outlined in Pecora's Project Test Procedures; and
 - iv. The failure for all samples submitted for internal testing by Pecora to be representative of materials used for job site construction.

C. Remedies.

In the event of a claim under this Limited Warranty during the Warranty Period, the Owner must notify Pecora within thirty (30) days of the Owner's discovery of a claimed defect and provide Pecora with the opportunity to inspect the claimed defect. If Pecora determines the Product(s) is/are defective, Owner's sole remedy and Pecora's sole liability will be to provide replacement Product(s) for that portion of the Product(s) found by Pecora to be defective. This Limited Warranty covers replacement of defective Product(s) only and does not include any repair costs or other damages of any kind whatsoever. It is the responsibility of the Owner, at its sole cost, to provide agents or employees of Pecora free, unimpeded access to the Product(s) for the purpose of testing and Pecora shall not be responsible for the removal, replacement or cost to remove or replace any materials that may cover or impede access to the Product(s).

D. General Requirements.

- 1. Pecora's obligations under this Limited Warranty shall only become effective upon receipt of full payment for the Product(s). Any delay in Pecora's or its distributor's receipt of full and final payment shall not extend the Warranty Period.
- 2. This Limited Warranty shall only be applicable to Product(s) installed on Projects located in the United States of America.

E. Limitations/Disclaimer.

PECORA DOES NOT WARRANT PRODUCTS UTILIZED ON THE PROJECT WHICH IT HAS NOT FURNISHED, AND SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY, PRODUCTS NOT FURNISHED BY PECORA.

THIS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WHICH ARE EXPRESSLY EXCLUDED.

THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE OWNER. PECORA SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES TO THE BUILDING, ITS INTERIOR OR ANY CONTENTS, INCLUDING ANY ENERGY OR OTHER COSTS ASSOCIATED WITH THE OPERATION THEREOF, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENCE OR OTHER THEORY OF LIABILITY.





Pecora Corporation AVB Limited Warranty

Warranty # xxxx

PECORA SHALL HAVE NO LIABILITY OF ANY KIND UNDER ANY THEORY OF LAW FOR ANY LOSSES RELATING, DIRECTLY OR INDIRECTLY, TO THE PRESENCE OF ANY IRRITANTS, CONTAMINANTS, VAPORS, FUMES, MOLDS, FUNGI, BACTERIA, OR SIMILAR ITEMS IN THE BUILDING OR IN THE SURROUNDING AIR, LAND OR WATER.

The total liability of Pecora under this Limited Warranty shall not exceed Pecora's cost to replace the defective Product(s).

F. General Provisions.

1. This Limited Warranty is issued to the above-named Owner and is transferable only with the written consent of an authorized representative of Pecora. Transfer or attempted transfer of this Limited Warranty without Pecora's written authorization shall render this Limited Warranty null and void.
2. The terms of this Limited Warranty may not be altered or modified except in a writing signed by Pecora.
3. No representative of Pecora has the authority to make any representations or provisions except as stated herein.
4. This Limited Warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws principles.
5. Owner (a) hereby irrevocably and unconditionally submits to the jurisdiction of the courts of the Commonwealth of Pennsylvania and to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania for the purpose of any suit, action or other proceeding arising out of or based upon this Limited Warranty, (b) agrees not to commence any suit, action or other proceeding arising out of or based upon this Limited Warranty except in the courts of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania.
6. Pecora and Owner each waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Limited Warranty.

This Limited Warranty is not effective unless signed by a Pecora Corporation representative.

PECORA CORPORATION

By: _____
 Name:
 Title:

