



Limited Warranty Liquid-Poured Roof Membranes

Warranty No:
Date of Purchase:
Building Identification:
Building Address:
Building Owner: ("Owner")
Olmeck Product Warranted: ("Product")
Coated Square Footage: sq. ft.

For the Warranty Period stated herein, Olmeck.net LLC, a New York limited liability company ("Olmeck"), warrants to the Owner named above that the Product purchased by Owner and properly applied to the Building (the "Coating") will not leak as a result of a manufacturing defect, subject to the terms, conditions, and limitations below.

Notice. In the event of a leak through the Coating, Owner must give written notice to Olmeck at the address below within ten (10) days of the occurrence of the leak. Notification must include a description of the nature of the leak and a copy of Owner's original purchase receipt for the Product. When required by Olmeck, Owner must submit three (3) 12" x 12" samples of the installed Coating 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. Olmeck will have no obligation under this Limited Warranty if Owner fails to give proper notice to Olmeck as set forth herein. No other notice shall suffice.

Replacement Product. In the event that Olmeck determines that the leak is not excluded by the terms set forth herein, Owner's sole and exclusive remedy and Olmeck's total liability shall be limited to providing replacement product sufficient to repair the leak. The costs involved in repairing the Coating are not included in this Limited Warranty.

Exclusions. Olmeck will have no obligation to provide replacement product to repair: (1) any leak not through the Coating; (2) any leak caused by or traced to a failure of the substrate to which the Coating is applied; or, (3) any leak caused by or traced to a failure to properly prepare the substrate as directed on the relevant Olmeck product data sheet available at [REDACTED]. This Limited Warranty does not cover discoloration, reflectivity, blistering, installation, or workmanship in the application of the Coating.

Limitation. For the first year following the date of purchase, Olmeck will provide replacement product to repair warranted leaks without a reduction for use and thereafter will provide replacement product on a pro-rated yearly basis. Olmeck's obligation over the life of this Limited Warranty is limited to Owner's original purchase price of the Coating.

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

Term. The term of this Limited Warranty shall be for the Warranty Period set forth herein, and shall not be extended under any circumstances without Olmeck's written approval.

Products Not Covered. This Limited Warranty only covers the Product named above, and does not cover other products, including but not limited to: flashings, adhesives, primers, sealants, base coats, or surfacing.

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Disputes. Any dispute, controversy, or claim between Owner and Olmeck concerning this Limited Warranty, or relating to any material supplied or required by Olmeck, shall be submitted to mediation in New York County, New York. **If discussions between the parties do not resolve such dispute, either party may, upon written notice to the other party, submit such dispute to arbitration. The arbitrator shall proceed under the construction industry rules of the American Arbitration Association. The award of the arbitrator shall be final, conclusive, and binding upon the parties. The expenses of the arbitrators shall be shared equally, but each party shall bear its own fees and costs.** This Limited Warranty shall be governed by and construed in accordance with the laws of the state of New York without regard to its rules on conflict of laws. Owner hereby releases Olmeck from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Waiver & Severability. Olmeck's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision, or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by an arbitration panel or court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

Eligibility. This Limited Warranty shall be null and void if the Coating was installed after its storage stability period, or if the Coating is not installed according to the instructions listed on the applicable Olmeck product data sheet.

OLMECK DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY OLMECK. OLMECK 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 OLMECK. THIS LIMITED WARRANTY SUPERSEDES AND IS NI LIEU OF AL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OLMECK HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST OLMECK AND OLMECK 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 NI ANY WAY EXCEPT NI WRITING SIGNED BY AN AUTHORIZED OFFICER OF OLMECK. NO OTHER PERSON HAS ANY AUTHORITY TO BIND OLMECK WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Warranty Period*:

Coverage Term	Primer (Gal/Sq)	DFT mils	Geotextile (6 mils)	Lava 20 Gal/Sq	DFT Mils	Catalyst compatible	Topcoat Gal/Sq	DFT mils	Total DFT mils	Warranty
25 years	0.47	2	✓	5.9	95	✓	0.38	3	106	Platinum
20 years	0.47	2	✓	4.5	75	✓	0.38	3	86	Platinum

* DFT (Dry Film Thickness) is rounded to nearest mil, and is theoretical. Actual DFT will vary dependent on substrate profile, application technique and waste factor.

* * When applied at the minimum coverage rates specified. Refer to Product Data Sheet for application instructions. "DFT" indicates dry film thickness. It shall be Owner's sole and exclusive responsibility to ensure the Product is applied at the minimum coverage rate, which are project-specific. Coverage rates increase when applied over granular, rough, or porous surfaces. Additional material and/or multiple coats may be needed to achieve the minimum required DFT for the Warranty Period desired. Warranty Period commences on the date of purchase.

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