

Building Owner (full legal name): HOPKINS COUNTY TEXAS

Building Owner Legal Address: 118 Church Street, Sulphur Spring, TX 75482

Building Owner Phone & Email: 903-348-1144; tcglosup@gmail.com

Project Identification/Address: Hopkins County District Attorney Office, 110 Main St, Sulphur Spring, TX 75482

Applicator: D & G Quality Roofing Ph & Email: 817-568-8300; john@dggroofing.com

Applicator address: 4305 East FM 1187, Suite 100, Burleson, TX 76028

Warranty No: 20HS-1483-1 Roof Size: 4,100 sq. ft. Enduris: 3500 Thickness: 36 mils

Warranty Period: 20 years Completion Date: 10/23/2018 Expiration Date: 10/23/2038 Warranty Fee:

WARRANTY

Subject to the conditions, exclusions and limitations set forth in this document, Momentive Performance Materials USA LLC ("Momentive") warrants to the Building Owner that, for the duration of the Warranty Period starting from the Completion Date, the GE Enduris roof restoration coating (the "Coating") will perform as a watertight membrane from rain, snow or other precipitation. This Warranty applies to defects in, deterioration of, and improper installation of the Coating.

WARRANTY CLAIM PROCEDURES AND REMEDIES

Immediately upon discovery of (in no event later than 30 days from) any claimed failure of the Coating, Building Owner will notify Applicator at the number/addresses above and Momentive Warranty Administration at 1-800-428-7964 or jminkin@pentarroofingconsultants.com. Building Owner promptly will follow any verbal notice with written notice. Building Owner authorizes, and will allow, Momentive to inspect the Building before any modifications, alterations, repairs or changes to the roof have been made.

If Momentive determines that the Coating failed to comply with this Limited Warranty, Momentive shall provide for the Coating to be replaced at its expense (necessary material and labor included). This is the sole and exclusive liability of Momentive and remedy for Building Owner. No repairs to or replacement of the Coating shall extend the Warranty Period. Building Owner shall be responsible for, and Momentive will have no liability for, inspection and repair costs related to any causes not covered by this Limited Warranty.

EXCLUSIONS AND LIMITATIONS

Momentive shall not be liable under this Limited Warranty or otherwise for:

- 1) Fire, cracks, or openings in the underlying roofing system; settling, distortion, or other failure of the building structure; faulty, defective or improper building or structure design; natural causes including but not limited to damage as a result of Acts of God including but not limited to floods, lightning, wind storms, hail, cyclones, hurricanes, typhoons, tornadoes, earthquakes or other extraordinary or unusual events.
- 2) Vandalism; physical abuse; damage created by wind driven objects and debris, air/moisture/water penetration through pinholes or cracks or joint areas in the structure not adequately treated or finished; damage or attacks by third parties, foreign objects or agents, including plant or animal life.
- 3) Alterations or additions to, encroachment upon, or erection of structures on the roofing system unless performed by Applicator or otherwise approved in advance in writing by Momentive; or any use of the roofing system other than for its intended purpose.
- 4) Damage to or failures caused by overstructures or overburdens (e.g. solar panels, HVAC equipment, telecommunication dishes or antennas, etc.).



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- 5) Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, fertilizer manufacturing, paper plant, aviation fuel or the like, or other corrosive emissions from any other type of manufacturing plant.
- 6) Failure of the Building Owner to use reasonable care in maintaining the roof including, but not limited to, items listed on the Owner Care and Maintenance Information sheet attached to this Limited Warranty.
- 7) Color changes (fading, staining), natural weathering, due to the accumulation of dirt or other contaminants deposited on the Building roof from the atmosphere, or from incompatible substrates.
- 8) Temporary repairs to the roof restoration coating or the underlying roofing system made by non-Momentive approved personnel.

MOMENTIVE SHALL NOT BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO THE STRUCTURE, CONTENTS OF THE STRUCTURE, OR ANY OTHER PROPERTY, INJURY TO PERSONS, OR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE. THIS LIMITED WARRANTY IS IN LIEU OF, AND MOMENTIVE EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER STATUTORY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.

TRANSFER OF WARRANTY

This Limited Warranty is transferable only (1) to a new owner of the Building; (2) if Momentive is notified at the time of sale; (3) if Momentive is satisfied that the intended use of the property by the transferee will not impair the roof restoration coating; and (4) if Momentive acknowledges in writing the transfer of this warranty to the new Building Owner. A \$500 transfer fee may apply.

GOVERNING LAW

The law of the State of New York (USA) shall govern this Limited Warranty, without application of its conflicts of law provisions.

Note: Limited Warranty is not in effect until signed by Applicator, Building Owner and Momentive. Momentive shall have no obligation under this Limited Warranty during any period in which bills for materials, installation, services, supplies or warranty fees, owed to Momentive, any other supplier of Momentive material, or to the Applicator, are outstanding.

Applicator:

Don Weatherby
Printed Name:

Date: 12-21-18
Title: VP of operations

Building Owner:

Robert Newsom
Printed Name: Robert Newsom

Date: 12-31-18
Title: County Judge

Momentive Performance Materials USA LLC:

Bob Creighton
Printed Name: Bob Creighton

Date: 1/4/2019
Title: Senior Portfolio Marketing Mgr.



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GE ENDURIS* ROOF RESTORATION COATING LABOR & MATERIAL LIMITED WARRANTY**OWNER CARE & MAINTENANCE INFORMATION SHEET**

INSPECT your roof at least twice a year (Spring/Fall) and after severe storms. Pay particular attention to:

1. **DEBRIS:** Remove all debris from the roof. Cut back potentially overhanging trees and vegetation.
2. **DRAINS:** All drain areas should remain clean and free of debris to allow for proper water runoff and to avoid overloading the roof with ponded water or causing ice dams.
3. **ROOF MAINTENANCE ITEMS:** Counter-flashings, metal curbs, drains, equipment and curbs, skylights/roof hatches, pipes, etc. must be properly maintained and kept in a sealed, watertight condition at all times. Temporary repairs can be made with a 100% silicone sealant such as GE Enduris Seam Sealant. **DO NOT USE ROOFING CEMENT OR OTHER SEALANTS.** Notify Applicator **IN WRITING** of any such repairs.
4. **WALKWAYS:** Walkways must be installed and utilized if there is regular foot traffic and/or if rooftop equipment requires regular maintenance. Contact Applicator for specific recommendations. Exercise **CAUTION** when **NOT** walking on walkways - for example, ice/frost buildup on membrane may not be readily visible.
5. **NEW EQUIPMENT:** If new equipment is to be installed (i.e. HVAC units, TV antennas, etc.) or if any other **PHYSICAL** alterations will be made to your roof, **YOU MUST** contact Applicator and Momentive Warranty Administration at jminkin@pentarooftingconsultants.com in writing **BEFORE PROCEEDING**.

IF YOU EXPERIENCE A LEAK ---- CHECK FOR THE OBVIOUS!

Make sure that the leak is **NOT** caused by faulty or defective plumbing, metal duct work, skylights, roof hatches, curbs, etc. **BEFORE** contacting Applicator. Once you are reasonably sure that a problem with the roof materials is the cause of the leak, contact Applicator and Momentive Warranty Administration. Please remember, **THE COST OF INVESTIGATION AND REPAIR OF LEAKS OUTSIDE THE SCOPE OF THE WARRANTY ARE THE RESPONSIBILITY OF THE OWNER.**

The preceding requirements are offered to assist you, the Building Owner, in maintaining a watertight roof for many years. You made a significant investment in your roof; to maximize the return on this investment, routine maintenance is essential.

NOTE: Many Momentive Authorized Applicators offer Roofing Care and Maintenance Programs.

Upon expiration of warranty, an extension option may be available. Any extension will require an inspection, additional coating as well as installation, inspection, warranty and other fees. Contact your Applicator or a Momentive representative for more information.



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- 4) Damage to or failures caused by overstructures or overburdens (e.g. solar panels, HVAC equipment, telecommunication dishes or antennas, etc.)
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Bob Creighton
Printed Name:

Bob Creighton

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