

1. Neptune Coatings Corporation (NCC) guarantees that their products are free of defects in material only at the time of shipment from their factory. If any NCC materials prove to contain manufacturing defects that substantially effect their performance, NCC will, at its option, replace the material only.
2. NCC does not design, install or construct commercial/industrial or residential roofs, walls or any building structures. Thus, we cannot be responsible for the design of the roofing system, waterproofing system and/or air vapor barrier system or any contractor's workmanship in the repair/installation of the roofing/waterproofing/air vapor barrier system.
3. We do maintain a list of contractors, called Neptune Coatings Certified WetSuit Applicators who are eligible to install and to repair NCC WetSuit products. ***The name "Certified WetSuit Applicator" merely identifies an independent contractor considered eligible to install NCC products and in no way designates the contractor as an agent for NCC.***
4. NCC Guarantee relates solely to materials manufactured by NCC, supplied by NCC and identified as a NCC product on the original unopened packaging. Any damage to the roofing/waterproofing/air vapor barrier system caused by performance of, or incompatibility with materials not sold or supplied by NCC is not covered under the terms of the guarantee. The NCC Guarantee terminates if any alterations, additions or repairs are made to the structure without prior written approval from NCC.
5. NCC will not be responsible for failure of the roof, walls or its roofing/waterproofing/air vapor barrier products, or for direct or consequential damage except as is expressly stated in the applicable guarantee. Specifications provided by NCC are for guidance only and ***NCC will not accept any responsibility for design or construction of the building.***
6. The NCC Product Guarantee excludes the following:
 - A. Natural deterioration of the membrane.
 - B. Splits due to movement or failure of the substrate, abuse or negligence.
 - C. Workmanship in application of the WetSuit membrane.
 - D. Workmanship in application of the Invisilink seam fabric.
 - E. Workmanship in application of the Invisiflex seam fabric.
 - F. Blisters due to entrapped moisture in the substrate.
 - E. Bare spots due to improper application.
 - F. Leaking from thin millage due to improper or inconsistent application.
7. **Limitations of Damages.** NCC DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
8. NCC will not be liable for any incidental or consequential damages to the building structure (upon which the NCC product(s) is affixed) or its contents, loss of time or profits or any inconvenience. NCC will not be liable for any damages which are based upon negligence, breach of warranty, strict liability or any other theory of liability. Incidental and consequential damages will not be recovered even if the remedies or the actions provided herein fail of their purpose.