



## DECK Pro P55 LIMITED FIVE YEAR MATERIAL WARRANTY

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**WARRANTY CERTIFICATE NO.:**  
**ISSUE DATE:**

This limited warranty from BESSERN Building Products (BESSERN) warrants that the BESSERN Coating System installed per BESSERN specifications and general product guidelines over a sound, properly prepared wood or concrete substrate will not allow leakage for a period of five (5) years provided that the owner follows BESSERN Mandatory Care & Maintenance Procedures during the term of the warranty.

This limited warranty is solely intended to cover any leaks in the BESSERN Coating materials resulting from normal use. It does not include leaks or damage caused by misuse, unusual natural occurrences or acts of god (i.e. earthquake, flood, tornado), vandalism, civil disobedience, or any condition caused by damage to the substrate to which the BESSERN Coating materials has been applied, or by any deliberate act or negligence.

This limited warranty does not include workmanship performed by any person or firm installing BESSERN, or the adulteration, alteration of coating, or cover any condition due to algae growth, fading, staining, disfiguration, discoloration of the surface coating, or water penetration caused by any type of building failure, structural defects, movement, poor construction practices, faulty construction materials, substrate cracks in excess of 1/16", abnormal stresses, exposure, expansion joints, areas requiring caulking, failure of caulking, fire, any damage to the building during or after construction, water penetration originating from adjacent areas, any water penetration due to mechanical damage and abuse or wear beyond that envisioned by BESSERN.

Further, this limited warranty will not cover any leak or damage to the surface from debris, contaminants, or spills that may have occurred subsequent to the installation of the BESSERN Coating Material. This limited warranty will not cover damage due to repair or subsequent work on or through the surface to which the BESSERN Coating material was applied without BESSERN prior written approval of the repair or subsequent work methods and materials to be used.

BESSERN reserves the right to conduct performance tests on building material samples and also to conduct field tests on actual surfaces being coated with the BESSERN Coating material. In the event of a claim against this limited warranty, the owner agrees to provide BESSERN, its agents or employees with access to the affected areas of the system during normal business hours for purposes of testing and evaluating the performance of the BESSERN Coating material and the system application.

The performance of repairs under this limited warranty will not extend the running of the warranty period.

This limited warranty is solely for the benefit of the original purchaser\* of this project at the time the BESSERN Coating material is applied, and it does not extend to any successors or assignees of said owner. (\*The term 'original purchaser' as used in this warranty means that person, corporation or entity whom owns the property at the time of installation.)

**This limited warranty becomes effective and remains valid, only when all outstanding invoices for the application, supplies, services and warranty of the BESSERN Coating materials have been paid in full to BESSERN, its distributor, and the Applicator of the BESSERN Coating material.**

**This limited warranty and the remedies provided hereunder are exclusive and given in lieu of all other warranties (whether written, oral, implied or statutory). There are no other warranties, either expressed or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose that extend beyond that described herein.**

**The owner's sole exclusive remedy against BESSERN, including claims based upon it's negligence or strict liability, shall be limited solely to the costs of sufficient BESSERN Coating material required to repair, or replace if repair cannot be made, to those specific areas of the BESSERN Coating material that allows water leakage, not to exceed the buyer's original cost of BESSERN Coating material only.**

BESSERN shall have no liability for any damage to the building or other components of the building, nor for any consequential or incidental damages including, but not limited to, the contents of the building, lost profits, sales or revenues, loss of use of the building, cost of capital, cost of a substitute building, facilities or services, downtime costs or claims of tenants of the building for such damages or personal injury.

This limited warranty is made and entered into in the State of Pennsylvania, and shall in all respects be interpreted, enforced and governed under the laws of said state, except application of choice of laws.

This limited warranty may not be modified or extended by representatives of BESSERN, its Sales Agents, Applicators or Distributors.



## MANDATORY CARE & MAINTENANCE PROCEDURES

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To Maintain a Limited BESSERN Coating System Warranty the following is required.

### GENERAL

In order to maintain the limited system warranty and for performance of the BESSERN Coating System, maintenance must be performed at regular intervals to ensure that the coating will provide continued service.

Mandatory care and maintenance procedures should include:

1. Physical inspection.
2. Cleaning.
3. Snow and ice removal from system (where applicable).
4. Repair of damaged surfaces.
5. Periodic replacement of topcoat.

### INSPECTIONS

Inspections provide a basis for proper maintenance to ensure the life expectancy of the BESSERN Coating System.

Monthly - Documented<sup>1</sup> physical inspections to determine:

1. If there are any areas of excessive wear or physical damage to the coating system.

Semi-annually - Documented<sup>2</sup> physical inspections must include (but are not limited to):

1. Inspect all joints for proper sealant (caulking) adhesion or other type of failure or physical damage to caulking.
2. Inspect underside of the deck for evidence of leaks where possible.
3. Inspect for evidence of structural and/or stress cracking in the substrate, which could cause the coating system to crack.
4. Inspect drains and scuppers to ensure there is nothing clogging or blocking them.
5. Inspect base of parking bumpers for any damage to coating system in these areas.
6. Inspect areas of high abrasion or wear for loss of aggregate from the coating.

<sup>1</sup> Maintain written inspection log indicating dates and time of inspections and identity of employees performing the inspection.

<sup>2</sup> Photograph or videotape deck coating system and provide copy to BESSERN within twenty (20) days of inspection.

### CLEANING

The frequency of cleaning the deck will vary based on its location and use.

1. Weekly - Vacuum or sweep deck to remove all loose debris and dirt.
2. Monthly - Remove oil, grease drippings, dirt, debris, black tire marks, etc. from the deck.
3. Coating may be cleaned with low suds, biodegradable detergent (rinse thoroughly so deck will not be slippery when wet.)
4. Tough stains may require power scrubbing or high pressure water blasting (not greater than 1,000 psi at nozzle.)
5. Avoid the use of strong solvents, especially any hydrocarbon type solvents.

### SNOW & ICE REMOVAL

It is recognized that snow and ice can load a deck beyond its design capacity resulting in structural cracks and serious damage to the coating system. Therefore immediate removal of snow and ice is required.

The use of metal blades should be avoided at all times to prevent physical damage to the coating system.

Snow blowers and snow brooms are recommended, as opposed to heavy snow removal equipment.

Ice should be removed with chemical deicing materials.

### POTTED PLANTS AND PLANTERS

Potted plants and planters on or adjacent to the deck may cause staining and discoloration to the coating.

### DECK COATING REPAIRS

Minor repairs may be made by the owner, it is however, recommended that to protect the BESSERN coating system, repairs should be performed by the original applicator.

### REPLACEMENT OF TOPCOAT

To maintain the performance of the BESSERN Coating System, it is recommended that the Topcoat be replaced periodically, depending on actual wear and tear (actual time required for recoating will depend use) by the original applicator.



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THIS WARRANTY MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS (MULTIPLE SIGNATURE PAGES) EACH OF WHICH SHALL BE DEEMED AN ORIGINAL AND ALL OF WHICH CONSTITUTE ONE AND THE SAME INSTRUMENT. FURTHER, A FACSIMILE SIGNATURE IS ACCEPTABLE AND WILL BE DEEMED AN ORIGINAL.

Distributor:  
Name  
Address  
City, State Zip

Project:  
Name  
Address  
City, State Zip

Signature of Distributor

Print Name Title

BESSERN system/product applied:

Square feet:

BESSERN Building Products (BESSERN):

Effective date project was completed:

Signature of Authorized BESSERN Representative

**PROJECT OWNER MUST SIGN AND RETURN THIS WARRANTY WITHIN 30 DAYS FROM THE DATE OF ISSUE TO COMMENCE WARRANTY. ONE SIGNED ORIGINAL COPY MUST BE RETURNED TO BESSERN BUILDING PRODUCTS, 1400 PROVIDENCE ROAD, SUITE 302 MEDIA PA 19063 WITHIN 30 DAYS OR THIS WARRANTY WILL BE VOIDED.**

Print Name Title

Project Owner:  
Name  
Address  
City, State Zip

Signature of Owner

Print Name Title

Applicator:  
Name  
Address  
City, State Zip

Signature of Applicator

Print Name Title