

### Coverage

CertainTeed Corporation (CT) hereby warrants the *roof system* installed at the above address, subject to the following terms, conditions, limitations and exclusions, for a period of 25 years from the date of completion of the *roof system* installation. If, during the duration of this warranty, a deficiency in the *roof system* causes a leak, CT or its designated roofing contractor will, at CT's expense, repair the *roof system* as necessary to restore it to a watertight condition. Only defects in the *roof system* that cause leaks are covered by this warranty. In no event, however, will CT be responsible for any costs related to the removal or abatement of any asbestos present in any existing *roof system* to which the CT *roof system* is applied.

*Roof system*, as used herein, shall include the following components: Applicable base sheet(s), interplies, cap sheets(s) (with appropriate roof coating of surfaces), and CT Integrity Coverage Program approved components (roof insulation, fasteners, metal components, expansion joints, pitch pans) required for the specified system, and asphalt material between layers when required, if applied per CT's Integrity Coverage Program specification. Roof components which **are not** part of the *roof system* and hence not covered by this warranty include the following: underlying roof deck, masonry components, mechanical equipment, drains, skylights, vents, plastic accessories, walkpads, and decorative or reflective coating.

CT provides Integrity Maintenance Coverage (IMC) for the *roof system* for a period of ten (10) years following completion of the *roof system* installation (eligible for three 5-year renewals for a total of 25 years). IMC will be performed twice annually by a CT Gold Star contractor selected and retained by CT and is limited to (a) visual examinations of the field, flashings, laps, metal components, drains, scuppers and rooftop equipment; and (b) removal of debris and cleaning of drains, scuppers and water outlets. Following the inspection, a summary of the IMC inspection will be provided to Owner, and the Gold Star contractor, with CT's approval, will perform maintenance and repairs required by this warranty to maintain the *roof system* in a watertight condition.

### Exclusions from Coverage

This limited warranty does not cover leaks, damages or injuries of any type, including, but not limited to, damage to roof insulation, roof decks or other bases over which the CT products are applied, attributable directly or indirectly to any of the following:

1. Natural disasters, including, but not limited to, cyclones, tornadoes, hurricanes or other winds exceeding Force 9 on the Beaufort scale, lightning, earthquakes, flood, hail or fire.
2. Falling objects, civil insurrection, war, riot or vandalism.
3. Settlement, deflection, movement, moisture content, inadequate attachment, or other deficiencies of the roof deck, walls, foundations or any other part of the building structure, interior insulation or other materials underlying the *roof system*.
4. Failure of the *roof system* caused or contributed by:
  - a) Maintenance, repair or work on the roof unrelated to the *roof system*, such as mechanical, electrical, plumbing, etc.;
  - b) Infiltration or condensation of moisture in, through or around the walls, building structure or underlying or surrounding materials;
  - c) Traffic of any nature or use of the roof surface as a storage area, walking or recreational surface or for any other similar purpose;
  - d) Movement of metal work used in conjunction with the *roof system*;
  - e) Deposits of solids or liquids which may cause deterioration of the *roof system*;
  - f) Building design or construction;
  - g) Lack of positive drainage, to completely remove water from the *roof system* per NRCA guidelines; or
  - h) Installation over a wet surface or substrate.
5. Failure to adhere to CT's roof maintenance program after IMC expires (see CT's Roof Maintenance Form).
6. Unauthorized application on excluded buildings or structures (see CT's Roofing General Requirements).
7. Any change in the building's basic usage unless approved in advance in writing by CT.
8. Any use of roofing material of any kind or nature not approved in CT's System Manual.
9. Placement of any additional structures on the *roof system* (such as, but not limited to, equipment or framework used in connection with air conditioning units, television and radio antennae, signs and/or water towers).
10. Failure to make repairs to non-warranted items that affect the watertight integrity of the *roof system*.

### Unapproved Repairs, Alterations, Additions or Deletions

All repairs, alterations, deletions or additions to any aspect of the roof, or any material contiguous thereto, must have prior written approval of CT's Commercial Warranty Department (CertainTeed Roofing Products Group, Commercial Warranty Department, 1400 Union Meeting Road, PO Box 1100, Blue Bell, PA 19422, (800) 396-8134). If Owner, without prior written consent of CT, makes or permits any repairs, alterations, deletions or additions to the roof, all of CT's obligations, duties and coverage under this limited warranty will terminate.

### Notice of Claims

Any claim or request for CT to perform under this warranty must be made by Owner in writing within thirty (30) days of discovery of the defect. This notice of claim must include a general description of the alleged defect. Owner shall grant access to the entire *roof system* as necessary for CT to investigate a claim. If access is not granted, CT shall have the right to determine, at its sole discretion, that this warranty is void as to that portion of the *roof system* to which access is denied.

**NOTE: In the event an emergency condition exists which requires immediate repair to avoid damage to the building or its contents, Owner may make essential temporary repair(s) performed by a qualified roofer. CT will only reimburse Owner for essential temporary repair expenses that would have been covered under this limited warranty.**

### Modifications

Only CT's Commercial Warranty Department is authorized to modify coverage provided by this warranty. Issuance of this limited warranty or review or inspection of plans, the building or product application by a CT representative **does not** waive any exclusions or conditions of this limited warranty. Application of a roof membrane that deviates from CT's Integrity Coverage Program specifications voids coverage, unless prior written approval is provided by CT's Commercial Warranty Department.

### Transferability of Warranty

This limited warranty may be transferred to a subsequent owner only if CT's Commercial Warranty Department is notified, at the above listed Blue Bell address, within thirty (30) days of real estate title transfer and upon payment of the applicable transfer fee. Failure to transfer this warranty pursuant to these stated conditions terminates CT's warranty obligations.

### Conditions Pertaining to Warranty Issuance

- This warranty shall become effective only upon the occurrence of all the following events:
- 1) Installation of a CT Integrity Coverage *roof system* on a newly constructed roof or on an existing roof deck following complete tear-off.
  - 2) Determination by CT of suitability of *roof system* for issuance of warranty.
  - 3) Receipt of roofing contractor's notice of completion.
  - 4) Independent consultant's final inspection and completion of all punchlist items.
  - 5) Payment of CT's warranty fee.
  - 6) Owner's payment to roofing contractor for installation and supplies.

### Disclaimer of Warranties and Limitations of Remedies

THE OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY CONSTITUTE THE **EXCLUSIVE REMEDY** AND ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY **IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**. CT'S OBLIGATIONS, RESPONSIBILITIES, AND/OR LIABILITY SHALL BE LIMITED TO REPAIRING, REFUNDING, OR REPLACING THE PRODUCT IT DETERMINES TO BE DEFECTIVE, AND IN NO EVENT SHALL CT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF YOUR STATE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### Agreement to Binding Arbitration

Any and all claims, disputes and other matters in question that may occur between Owner, the contractor, and/or CT, arising out of, in connection with, or relating to this limited warranty or breach thereof, shall be submitted to **BINDING ARBITRATION** for resolution. The arbitration shall be conducted by the American Arbitration Association under its Construction Industry Arbitration Rules then in effect, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the Federal Arbitration Act, 9 U.S.C. § 2 or the applicable state arbitration laws. The award rendered by the arbitrator shall be final, and judgment may be entered upon such award in accordance with applicable law in any court having jurisdiction thereof.

### Examination or Inspection

Issuance of this limited warranty or roof inspections made by CT or an authorized agent of CT do not constitute an approval of the roof, roof design plans or specifications, or construction or installation of the roof. CT does not practice engineering or architecture. Roof designs, construction plans or installation of the roof system should be approved by Owner or Owner's professional.

### Note:

All referenced documents/forms available at [www.certainteed.com](http://www.certainteed.com) or by calling **Fax-On-Demand at 800-847-0057**.