

Coverage

CertainTeed Corporation (CT) hereby warrants the *roof membrane* installed at the above address, subject to the following terms, conditions, limitations and exclusions, for a period of _____ years from the date of completion of the *roof membrane* installation. If, during the duration of this warranty, a deficiency in the *roof membrane* or a manufacturing defect in the *roof membrane* causes a leak, CT or its designated roofing contractor will, at CT's expense, repair the *roof membrane* as necessary to restore it to a watertight condition. Only deficiencies in the *roof membrane* 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 membrane* is applied.

Roof membrane, as used herein, shall include the following components: applicable base sheet(s), interplies, and cap sheet(s) (with appropriate roof coating of surfaces) required by the CT Product Specification, and asphalt material between layers when required, if applied per CT's Commercial Roof Systems Manual specification. Roof components which **are not** part of the *roof membrane* and hence **not** covered by this warranty include the following: underlying roof deck, insulation, vapor retarders, fasteners, metal work, drains, pitch pans, expansion joints, skylights, vents, plastic accessories, any flashing, decorative or reflective coating, surfacing and/or any aggregates.

For Integrity NDL or Integrity Assurance coverage: Installation of the CT Integrity Coverage Roof System must be on new construction or an existing roof deck following complete roof removal.

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, pre-existing roof system, walls, foundations or any other part of the building structure, insulation or other materials underlying the *roof membrane*.
4. Failure of the *roof membrane* caused or contributed by:
 - a. Maintenance, repair or work on the roof unrelated to the *roof membrane*, such as mechanical, electrical, plumbing, etc;
 - b. Infiltration or condensation of moisture in, through or around the walls, copings and metal components, pitch pans, 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 surfaces or for any other similar purpose;
 - d. Movement or deterioration of metal work used in conjunction with the *roof membrane*;
 - e. Deposits of solids or liquids which may cause deterioration of the *roof membrane*;
 - f. Building design or construction;
 - g. Lack of positive drainage, to completely remove water from the *roof membrane* per NRCA guidelines; or
 - h. Installation over a wet surface or substrate.
5. Failure to adhere to CT's roof maintenance program (see CT's Roof Maintenance Form).
6. Unauthorized application on excluded buildings or structures (see CT's 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 Commercial Roof Systems Manual.
9. Placement of any additional structures on the *roof membrane* (such as, but not limited to, equipment or framework used in connection with air conditioning units, transmission and/or reception devices, signs and/or water towers).
10. Failure to maintain the watertight integrity of the roof system. (Owner must 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 roofing 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 membrane* 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 Commercial Roof Systems Manual 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. Receipt of roofing contractor's notice of completion.
2. CT final inspection and completion of all punchlist items.
3. Payment of CT's warranty fee.
4. 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 or by calling **Fax-On-Demand at 800-947-0057**.