

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 ____ years from the date of completion of the *roof system* installation. If, during the duration of this Limited Warranty, a deficiency in the workmanship of the *roof system* installation or a manufacturing defect 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 deficiencies in the *roof system* that cause leaks are covered by this Limited Warranty. In no event 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 *roof system* is applied. *Roof system*, as used herein, shall include the following components:

[this section to be populated with items from a predefined list contained in the warranty application]

applicable base sheet(s), interplies and cap sheet(s) (with appropriate roof coating of surfaces as required) and asphalt material between layers when required per CT's Commercial Roof Systems Manual specification. Roof components which **are not** part of the *roof system* and hence **not** covered by this Limited Warranty include the following: underlying roof deck, insulation (non-CT brand), vapor retarders (non-CT brand), fasteners (non-CT brand), metal work (non-CT brand), drains, pitch pans (that are not approved by CT), expansion joints (that are not approved by CT), skylights, vents, plastic accessories, any decorative or reflective coating (non-CT brand), surfacing and/or any aggregates.

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 *roof system* is 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 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 but not limited to mechanical, electrical or plumbing;
 - 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 surface or for any other similar purpose;
 - d. Movement or deterioration 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 (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 system* (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 within 30 days of notification by CT to non-warranted items that affect the watertight integrity of the *roof system*.

Non-Warranted Repairs

Repairs must be made by a CT Gold or Silver Star roofing contractor or roofing contractor approved in advance by CT. Should a non-warranted repair be made by any roofing contractor, payment must be remitted to the roofing contractor within 30 days from completion of the work or this Limited Warranty shall be void. Should non-warranted repairs not be made within 30 days of notification by CT, this Limited Warranty shall be voided.

Two-Year Inspection

A mandatory inspection will be made of the *roof system* within 2 years from the date of application. If for any reason CT or its authorized representative is not granted access to perform the inspection this Limited Warranty shall be voided.

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 Limited Warranty must be made by Owner to CT in writing within thirty (30) days of discovery of the defect (notification to the contractor is not considered notice to CT) or CT will have no responsibility for the repairs. This notice of claim must include a general description of the alleged defect and a copy of the roof maintenance records. 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 Limited Warranty is void as to that portion of the *roof system* to which access is denied. Should the investigation of the leak be determined not to be covered under this Limited Warranty any costs associated with the leak investigation shall be the Owner's sole responsibility.

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 Limited 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 system 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 to CT. Failure to transfer this warranty pursuant to these stated conditions terminates CT's warranty obligations. If it is determined at CT's sole discretion that the roof is in a state of poor maintenance or in disrepair, CT reserves the right to reject the transfer and void this Limited Warranty. All transfer fees will be refunded minus the cost of any applicable inspection and administrative fees.

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; and
4. Owner's payment to roofing contractor for installation and supplies.

Disclaimer of Warranties and Limitations of Remedies

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW. STATE LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REPLACING OR REFUNDING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, 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

CT does not practice engineering or architecture. 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. 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.