

Owner:

Owner Address:

Building Address:

of Squares:

CT Product Specification No:

10-year

Description of Building Use:

12-year

Applicator:

15-year

Roof Completion Date:

20-year

Applicator's Address:

25-year

Applicator's Phone:

COVERAGE

CertainTeed Corporation ("CT") hereby warrants the *roof membrane* installed at the above address, subject to the following terms, conditions, limitations and exclusions, for the period checked above from the date of completion of the *roof membrane* installation. If during the duration of this Limited Warranty, a manufacturing defect in the *roof membrane* causes a leak, CT or its designated roofing contractor will, at CT's sole discretion, repair or replace the *roof membrane* materials only as necessary to restore it to a watertight condition. Only manufacturing defects in the *roof membrane* that cause leaks are covered by this Limited Warranty. CT's MAXIMUM LIABILITY during the first year of this warranty is the original cost of the CT membrane materials only. After the first year, CT's maximum liability is the original cost of the CT materials used on the roof reduced by 4% for 25-year warranties, 5% for 20-year warranties, 6.67% for 15-year warranties, 8.3% for 12-year warranties and 10% for 10-year warranties during each subsequent year, less any costs previously incurred by CT for repair or replacements. 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 capsheet(s) (with appropriate roof coating of surfaces) required for the above-selected warranty, and asphalt material between layers when required, if applied per CT's Commercial Roof Systems Specifications. Roof components which are not part of the *roof membrane* and hence not covered by this Limited Warranty include, but are not limited to the following: underlying roof deck, insulation, vapor retarders, fasteners, liquid flashing, metal work, drains, pitch pans, expansion joints, skylights, vents, plastic accessories, decorative or reflective coating, 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 CT roof membrane specification 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, but not limited to 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 surface 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 Recommendations).
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 Specifications in effect at the time of installation.
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.
11. This Limited Warranty does not cover fading or other changes in color to the *roof membrane* as a result of airborne pollutants or other causes, including, but not limited to, natural fading.
12. Damage or injury arising in any way from testing/sampling of the membrane or design and consulting errors or omissions.

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 Technical Services Department (CertainTeed Roofing Products Group, Commercial Technical Services Department, 20 Moores Road, Malvern, PA 19355, (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 and the Limited Warranty will be voided.

NOTICE OF CLAIMS

Any claim or request for CT to perform under this Limited Warranty must be made by owner in writing within thirty (30) days of discovery of the defect, and owner must send original proof of purchase (Contract or invoice from roofer for service, product or work completed does not constitute Proof of Purchase of CT products. Original Proof of Purchase is required and best obtained from dealer) and samples that demonstrate the alleged manufacturing defect to CT's Commercial Technical Services Department. 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 Limited 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 Technical Services 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 membrane* that deviates from CT's Commercial Roof Systems Specifications voids coverage, unless prior written approval is provided by CT's Commercial Technical Services Department.

TRANSFERABILITY OF WARRANTY

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

CONDITION PERTAINING TO WARRANTY EFFECTIVENESS

This Limited Warranty applies to roof membranes installed during the calendar year of 2018 and shall become effective following complete installation of the *roof membrane* and payment in full to the roofing contractor. The warranty in effect at the time the material is originally installed is the applicable warranty. The warranty duration listed above is solely based upon information provided within the Product Registration/Warranty Request Form. Information presented and determined as incomplete or inaccurate, shall result in this warranty being null and void. Should a dispute arise between any of the parties (contractor, owner, CT) as to whether or not the contractor was paid in full, CT will hold the Limited Warranty in abeyance until such time as the parties agree that this condition has been satisfied.

EXCLUSIVE WARRANTY AND LIMITATION OF REMEDIES

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTY AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THE DEFECTIVE PRODUCT ASSET 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 OR JURISDICTION DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE ROOF MEMBRANE PRODUCT OR THIS WARRANTY EXCEED THE COST TO THE OWNER OF THE ROOF MEMBRANE PRODUCT OF THE ORIGINAL INSTALLATION. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT MAY VARY BY STATE OR JURISDICTION.

This Limited Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives.

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 are available at www.certainteed.com.