

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 leak is caused by a deficiency in the workmanship of the roof system installation or by a manufacturing defect in the roof system, CT or its designated roofing contractor will, at CT's expense, repair or replace the roof system only 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 CT roof system is applied. Roof system, as used herein, shall include the following components: FlintBoard™ Insulation, FlintFast™ Fasteners, FlintPrime™ Primers, FlintCoat™ Coatings, FlintBond™ Adhesives, 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 Specifications. 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, fasteners (non-CT brand), liquid flashing (non-CT brand), metal work (non-CT brand), drains, pitch pans, expansion joints, skylights, vents, plastic accessories, 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 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 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 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 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.
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.

In addition, CT will not be responsible for, or have any liability for, changes to the appearance of the roof system that do not result in roof leaks. This includes, but is not limited to, the loss of granules from the cap sheet and/or surface cracking due to weathering or normal wear and tear from the elements.

Non-Warranted Repairs

Repairs must be made by a CT Gold Star 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 the Limited Warranty will be void. Should non-warranted repairs not be made within 30 days of notification by CT, the Limited Warranty will be void.

Two-Year Inspection

A mandatory inspection will be made of the roofing membrane 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 void.

Unapproved Repairs, Alterations, Deletions or Additions

All repairs, alterations, deletions or additions to any aspect of the roof, or any material contiguous thereto, must have prior written approval of CertainTeed's Commercial Roofing 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.

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 CertainTeed's Commercial Roofing 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 system that deviates from CT's Commercial Roof Systems Specifications voids coverage, unless prior written approval is provided by CertainTeed's Commercial Roofing Technical Services Department.

Transferability of Warranty

This Limited Warranty may be transferred to a subsequent owner only if CertainTeed's Commercial Roofing 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 to CT. Failure to transfer this Limited 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 Effectiveness

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

Should a dispute arise between any of the parties (contractor, owner, CT) as to whether or not any of these Conditions Pertaining to Warranty Effectiveness have been satisfied, CT will hold the Limited Warranty in abeyance until such time as the parties agree that all Conditions have been satisfied.

Exclusive Warranty and Limitations 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 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 OR JURISDICTION DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT MAY VARY BY STATE OR JURISDICTION.

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. Roof inspections made by CT or an authorized agent of CT or issuance of this Limited Warranty does 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.