

WHEREAS, CertainTeed, 750 E. Swedesford Rd., Valley Forge, PA (hereinafter referred to as "CT"), has sold its products which have been used in applying a roof membrane on the building described as follows:

Owner:

Address of Owner:

Address of Building:

Number of Squares:

Description of Building Use:

Applied By:

Address:

Roof Completion Date:

CT Specification No.:

Phone:

## COVERAGE

CertainTeed (CT) hereby warrants the Roof Membrane installed as an Underlayment (as described below) or Single Ply Roof Covering (as described below) at the above address, subject to the following terms, conditions, limitations and exclusions, for a period of 10 years from the date of completion of the Roof Membrane installation. During the duration of this Limited Warranty, CertainTeed will repair the Roof Membrane as necessary if the membrane fails to function in a watertight manner solely due to manufacturing defects for substrates approved by CT. CT's MAXIMUM LIABILITY during the first year of this Limited Warranty is the original cost of the CT Roof Membrane materials only. After the first year, CT's maximum liability is the original cost of the CT Roof Membrane materials used on the roof reduced after the first year by 10% for 10-year warranties and by 10% for each subsequent year, less any costs previously incurred by CT for repair. Should there be any manufacturing defects that cause a failure in the watertight performance of the Roof Membrane, CT and/or its designated roofing contractor will repair the Roof Membrane as necessary to restore it to a watertight condition. CT is not responsible for any costs related to the removal or abatement of any asbestos present in any existing roof system to which the Roof Membrane is applied. This Limited Warranty does not cover removal or replacement of tile, metal or other surfacing. CT's total liability for repair of the Roof Membrane shall not exceed the original cost of the Roof Membrane at the time of installation to the Owner.

## UNDERLAYMENT

The Roof Membrane referred to herein shall include the following components: One layer of CertainTeed's Black Diamond™ Base Sheet or other approved CertainTeed Commercial Systems (refer to CertainTeed's Commercial Roof Membrane Manual). The Roof Membrane must be applied in strict accordance with CT published specifications as an underlayment to CT-approved, properly ventilated substrates under nonresidential applications of tile or metal roofs. The roof components which are not part of the Roof Membrane and **not covered** by this Limited Warranty include the following: underlayment, vapor retarders, fasteners, metal work, drains, pitch pans, expansion joints, skylights, vents, plastic accessories, any flashing, decorative or reflective coating, surfacing (including tile or metal) and/or any ballast, rock or gravel.

## SINGLE-PLY ROOF COVERING

The Roof Membrane referred to herein consists of a single ply of a granule surfaced cap sheet, Flintlastic® SA Cap Sheet or SA FR Cap Sheet applied directly to a primed plywood deck. The maximum allowable roof size for a Single Ply Roof Covering to be covered under the terms of this Limited Warranty is 2000 sq. ft.

## EXCLUSIONS FROM COVERAGE

This Limited Warranty does not cover leaks, damages or injuries, whether personal or otherwise, 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, 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 Membrane;
  - e. Deposits of solids or liquids which may cause deterioration of 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 Use after installation unless otherwise 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 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). 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.

## 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 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 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 proof of purchase and samples that demonstrate the alleged manufacturing defect to CT's Commercial Warranty 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 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 Membrane that deviates from CT's Commercial Roof Systems Manual specifications voids coverage, unless prior written approval is provided by CT's Commercial Limited warranty Department.

## TRANSFERABILITY OF LIMITED 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 of the Owner and subsequent owner to transfer this Limited Warranty pursuant to these stated conditions terminates CT's Limited Warranty obligations and the Limited Warranty will be voided.

## CONDITION PERTAINING TO LIMITED WARRANTY ISSUANCE

This Limited Warranty shall become effective following complete installation of the Roof Membrane and payment in full to the roofing contractor.

## LIMITED WARRANTY AND LIMITATION 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 OR PROVINCIAL LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED LIMITED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING THE DEFECTIVE ROOF MEMBRANE 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 THE ROOF MEMBRANE PRODUCT OR AS A RESULT OF THE BREACH OF THIS LIMITED WARRANTY. IF YOUR STATE OR PROVINCE 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 LIMITED WARRANTY EXCEED THE COST TO THE OWNER OF THE ROOF MEMBRANE PRODUCT OF THE ORIGINAL INSTALLATION.

**This Limited Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from State to State or Province to Province.**

## 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 inspections of the roof made by CT or its authorized agent do not constitute an approval or acceptance of any liability for 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 and are not the responsibility of CT.