

Coverage

For a period of 5 years, from the date of installation completion, CertainTeed LLC (CT) warrants to the original building owner (Owner) that SMARTCOAT 420 Fibered Aluminum Coating (Coating) used on the roof will be free from manufacturing defects that affect the performance of CT's Coating on the owner's roof.

In the event there is a failure of CT's Coating due to a manufacturing defect during the warranty period, CT shall, at its sole discretion, replace, repair or pay for the original cost of the defective product only, to return CT's Coating to warrantable condition. Note: Repair leaks promptly to avoid water damage, including mold growth.

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 Coating is applied and attributable directly or indirectly to any of the following:

1. Damage or leaks to the roof membrane caused directly or indirectly by natural disaster such as falling objects, cyclones, hurricanes, tornadoes, or other winds or gusts exceeding Force 7 on the Beaufort scale, earthquakes, lightning, hail or fire;
2. Damage to the roof membrane caused by, among other things, misuse, abuse, falling objects, tools, foot traffic, additional equipment or sign installation;
3. Damage to the roof membrane caused by clogged drains or lack of adequate drainage that promptly and readily removes water from the roof;
4. Damage due to ponding water (as defined by the National Roofing Contractors Association);
5. Damage to, or failure of, the roof membrane in any manner caused or contributed to by settlement, cracking, warping, expansion, contraction, deflection or other movement of the building structure;
6. Failure to adhere to CertainTeed's Commercial Roof Maintenance Program;
7. Components of the roof system not sold by CT;
8. Mold and other damage caused by water entering building;
9. Any other damage not attributable to a manufacturing defect of the CT Coating.

This Limited Warranty is only applicable when CT products are properly installed according to CT published specifications and label instructions. This Limited Warranty does not cover leaks or damage caused by leaks. This Limited Warranty applies only to materials. This Limited Warranty does not include installation or labor costs. The existing roof deck has not been inspected by CT and is NOT part of this Limited Warranty. CT shall not be liable for any incidental, consequential or other damages including, but not limited to the loss of sales, profits, rent payments, inventory, equipment, valuables or other monetary losses or damages to the structure or the structures contents, even if the actions or remedies provided under this Limited Warranty do not perform their specified purpose.

Roof Maintenance

This Limited Warranty is not a maintenance agreement or an insurance policy. Routine inspections and maintenance of the roof system must be completed by the owner on a regular basis and are the owner's responsibility. Inspections by owner shall take place at least on a semi-annual basis and shall be documented. Periodic inspections are the owner's responsibility and shall include such things as making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains and removing standing water. Lack of regular maintenance shall void this Limited Warranty. For specific information on roof maintenance requirements please visit our website at www.certainteed.com.

Unapproved Repairs, Alterations, Deletions or Additions

All repairs, alterations, deletions or additions to any aspect of the roof that affects the coating or any material contiguous thereto must have prior written approval of CertainTeed Roofing Warranty & Technical Services Department (CertainTeed Roofing Products Group, Technical Services Department, 20 Moores Road, Malvern, PA 19355, (800) 396-8134 x2). If owner, without prior written consent of CT, makes or permits any repairs, alterations, deletions or additions to the roof that affect the CT coating, 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 CertainTeed Roofing Warranty & 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 the 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 to which access is denied. 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 the place of purchase. Copies are not acceptable. Failure to notify CT in a timely manner shall relieve CT of any obligation under this Limited Warranty.

Note: Notice of claim to your contractor does not constitute notice to CT.

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.

Transferability

This warranty is applicable to the original building owner only and not transferable. Condition Pertaining to Limited Warranty Effectiveness This Limited Warranty shall only become effective following the complete installation of the CT Coating according to CT published specifications and payment in full to the roofing contractor. 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.

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 WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THE DEFECTIVE CT COATING 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 CT COATING OR AS A RESULT OF THE BREACH OF THIS 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 CT COATING OR THIS WARRANTY EXCEED THE COST TO THE OWNER OF THE CT COATING 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.

Modifications to Limited Warranty

Only CertainTeed Roofing Warranty & 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 the CT Coating that deviates from CT's Commercial Roof Systems Specifications manual voids coverage, unless prior written approval is provided by CertainTeed Roofing Warranty & Technical Services Department.

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. Inspection CT does not practice engineering or architecture. Issuance of this Limited Warranty or any roof inspections conducted by CT or its authorized agent, do not constitute an approval of the roof, the roof design plans or specifications, or the 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. Any roof inspections are solely for the benefit of CT.

Inspection

CT does not practice engineering or architecture. Issuance of this Limited Warranty or any roof inspections conducted by CT or its authorized agent, do not constitute an approval of the roof, the roof design plans or specifications, or the 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. Any roof inspections are solely for the benefit of CT.