

**Coverage**

For the Warranty Period defined in the Warranty Chart below, CertainTeed (CT) warrants to the original building owner (Owner) that SmartFlash® used on the roof will be free of leaks caused by manufacturing defects.

**Product Warranty Chart:**

SmartFlash Applied	Warranty Period
During original installation of a CertainTeed Commercial Roof System	Matches CertainTeed commercial roof system warranty as published in the Commercial Roof Systems Specifications in effect at the time of the commercial roof system installation, up to, but no more than 20 years. The Warranty Period runs from the date of the original installation of the commercial roof system.
As a repair or after completion of an original installation of a CertainTeed Commercial Roof System where the Commercial Roof System warranty has already started	10 Years or the time remaining of the warranty term for the installed CertainTeed Commercial Roof System, whichever is less.
As part of a non-CertainTeed Commercial Roof System, whether an original installation or repair	10 Years from the date of original application of SmartFlash

In the event there is a failure of SmartFlash due to a manufacturing defect during the Warranty Period, CT, at its sole discretion, shall provide the appropriate replacement SmartFlash or refund the original cost of SmartFlash determined by CT to be defective.

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, roof membrane or other bases over which SmartFlash is applied and attributable directly or indirectly to any of the following:

1. Natural disasters, such as falling objects, cyclones, hurricanes, tornadoes, or other winds or gusts exceeding Force 9 on the Beaufort scale; earthquakes; lightning; hail or fire;
2. Misuse, abuse, falling objects, tools, foot traffic, or equipment or sign installation;
3. Clogged drains or lack of adequate drainage that does not promptly and readily remove water from the roof;
4. Ponding water (as defined by the National Roofing Contractors Association);
5. Settlement, cracking, warping, expansion, contraction, deflection or other movement of the building structure;
6. Improper installation of SmartFlash or the Commercial Roof System;
7. Degradation of SmartFlash due to exposure to the elements or sun, air pollution, acid rain or other environmental factors;
8. Failure to maintain SmartFlash as required under the Commercial Roof Systems Specifications;
9. Mold and other damage caused by water entering building; and
10. Any other damage not attributable to a manufacturing defect of the SmartFlash.

This Limited Warranty is only applicable when SmartFlash is properly installed according to CT published specifications and label instructions. This Limited Warranty does not cover leaks or damage caused by leaks caused by installation error. This Limited Warranty provides material only and 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.

**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](http://www.certainteed.com).

**Unapproved Repairs, Alterations, Deletions or Additions**

All repairs, alterations, deletions or additions to any aspect of the roof that affects SmartFlash or any material contiguous thereto must have prior written approval of CT's Commercial Roofing Technical Services and Warranty 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 SmartFlash, 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 Roofing Technical Services and 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 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 Limited Warranty may be transferred to a subsequent owner only if CT's Commercial Roofing Technical Services and Warranty Department is notified at the above listed 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.

**Limitations of Remedy and Liability**

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 PROVIDING REPLACEMENT SMARTFLASH OR REFUNDING THE ORIGINAL COST OF THE DEFECTIVE SMARTFLASH AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT WILL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING THE LOSS OF SALES, PROFITS, RENT PAYMENTS, INVENTORY, EQUIPMENT, VALUABLES OR OTHER MONETARY LOSSES OR DAMAGE TO THE BUILDING OR TO THE BUILDING'S CONTENTS OR FOR INJURY TO ANY PERSONS THAT MAY OCCUR AS A RESULT OF THE USE OF SMARTFLASH 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 WILL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO SMARTFLASH OR THIS WARRANTY EXCEED THE COST TO THE OWNER OF THE SMARTFLASH THAT WAS ORIGINALLY INSTALLED.

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**

Except as noted herein, this Limited Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives. Only CT's Commercial Roofing Technical Services and 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 the CT SmartFlash materials that deviates from CT's Commercial Roof Systems Manual Specifications voids coverage, unless prior written approval is provided by CT's Commercial Warranty Department/Roofing Technical Services.

**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.