

T. Clear Corporation JOB NO.

LIMITED WARRANTY FOR T.CLEAR ROOFING PRODUCTS

General Information

Building Address: Manitoba Hydro
Owner Name & Address:

Owner's Representative	ph# () -	fax# () -
Architect:	ph# () -	fax# () -
General Contractor:	ph# () -	fax# () -
CLEAR Authorized Contractor	ph# () -	fax# () -
CLEAR Advisor:	ph# () -	fax# () -
Sales Agent:	ph# () -	fax# () -

Description of Roof

Type of Roof: N/A		
Deck Type:	Slope: in./ft.	Area:
Membrane: N/A		
Air Barrier Type & Attachment:		
Insulation Below Membrane: Insulation Type:	Thickness:	"R" Value:
Parapet Termination: Counterflash Type: N/A	If Other:	
Drainage: N/A		

Securement Data Per T. Clear Publications

Design Wind Zone:	mph	
Terrain: N/A		Exposure: N/A
Deck Height Off Ground:	ft.	
Minimum Height: Parapet:	in.	Gravel Stop: in.
Determined System Securement: N/A		If Other:
Securement Type: Paver ☐ Weight:	Size:	Metal ☐ Type: Gauge:
Other:		
Fastener Type: ☐ BULB TITE	☐ FAB LOC	☐ TPR Rivet

Description of Roof Warranted

Product: COOLGUARD 2" x 24" x 48"	30,000 sq. ft.
BALLASTED PMR other than LIGHTGUARD/ HEAVYGUARD: N/A	
☐ Stone - sq. ft.	☐ Paver - sq. ft.
Limited Warranty Period: years	Wind Warranties: mph
Membrane Type:	Manufacturer:
Flashing Type: Length: ft.	Manufacturer:
Insulation Above Membrane Other than LIGHTGUARD RM: N/A	
Use of Building:	
Use of Roof (If other than weatherproofing):	
Interior Building Conditions (If other than 65° - 75° F, Humidity less than 50%):	

T. CLEAR CORPORATION PROTECTED MEMBRANE ROOF SYSTEM

WARRANTY AGREEMENT NUMBER 3752

NOTICE: Should roof fail to perform as warranted call CLEAR with written confirmation to be mailed within thirty (30) days, to:

T. Clear Corporation
P.O. Box 416
Hamilton, Ohio 45012
(800) 544-7398

For a period of **years** from the date of completion, , CLEAR warrants:

- a) that the insulation of the **LIGHTGUARD** ballasted product will retain at least eighty (80%) percent of its thermal resistance; and
- b) that the concrete topping will remain attached to the insulation of the **LIGHTGUARD** product; and
- c) that the **LIGHTGUARD** product will remain on the roof for the designed wind speed and zone, when secured per T. Clear Technical Data Sheets 4.4 and 4.2 and Tech Note 20.

In the event the Product does not so perform, CLEAR will, at its own expense, cause to be made the repairs necessary to enable the Product to perform as warranted in a reasonable period of time. Total labor and materials expense for the life of this Warranty will be limited to the original cost of the Product, prorated over the years of service of the Product. These repairs or modifications are CLEAR’s sole and exclusive obligations and are undertaken in lieu of all other warranties, express or implied, except those which may be imposed by some states’ laws.

CONDITIONS

CLEAR will be obligated only if the Owner notifies CLEAR in writing, within thirty (30) days, of any failure of the roof to perform as warranted.

The Warranty is void if:

- a) the performance of the roof is impaired by alterations or repairs made to the roof without CLEAR's written approval;
- b) work is done on the roof by a roofer other than a CLEAR Authorized Roofer;
- c) use of the roof is other than as described herein;
- d) if a problem is outside the scope of this warranty and the associated investigation and repair costs incurred by CLEAR are not paid by the Owner;
- e) a change in usage of the building without the written approval by CLEAR;
- f) there is a change in ownership and/or usage; and the new owner has not signed an assumption agreement of the terms and conditions herein.

EXCLUSIONS

CLEAR will not be liable for failure of the roof to perform as warranted due to:

- a) the structure not being capable of supporting the design loads of the roof;
- b) natural disasters such as; windstorms with gust wind speeds in excess of Ninety (90) miles per hour or the maximum gust wind speed for which a single ply membrane manufacturer's warranty applies, flooding, lightning, fire and earthquakes;
- c) structural defects of the building;
- d) the acts of anyone but a CLEAR Authorized Roofer, authorized by CLEAR for work on the roof;

THIS WARRANTY AGREEMENT IS IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS, AND SHALL NOT BE EXTENDED OR ALTERED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY CLEAR AND THE OWNER. THERE ARE NO WARRANTIES OR GUARANTEES, WHICH EXTEND BEYOND THE DESCRIPTIONS SET FORTH IN THIS WARRANTY AGREEMENT. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND T.CLEAR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO THE BUILDING ON WHICH THE COMPONENTS OF THE ROOF ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, OR TO ANY OTHER PROPERTY OR PERSONS.

This Warranty Agreement is in effect upon receipt by CLEAR of agreement signed by an authorized party for both CLEAR and the Owner. If this Warranty is not returned signed to CLEAR within sixty (60) days of receipt, CLEAR reserves the right to inspect the roof, at Owners cost, before accepting or rejecting the same for Warranty.

THE T. CLEAR CORPORATION
BY _____
TITLE _____
DATE _____

BUILDING OWNER
BY _____
TITLE _____
DATE _____