

SMARTCOAT™ EXTENSION

INTEGRITY ROOF SYSTEM® LIMITED WARRANTY



Owner:
Owner Address:
Building Address:
Description of Building Use:
Square Feet of Total Liquid-Applied Roof Area:
Asphaltic System Specification No:
Liquid-Applied CT Specification No:
Applicator:
Applicator's Address:
Applicator's Phone:
Original Warranty Expiration Date:
Liquid-Applied System Completion Date:
Warranty Extension Expiration Date:
Product Registration Number:

Warranty Extension Term:

- ☐ 5 - Years
- ☐ 10 -Years
- ☐ 15 -Years
- ☐ 20 -Years

COVERAGE

CertainTeed LLC (CT) hereby warrants to the original building owner (Owner) the bituminous CT roof membrane and liquid-applied coating or membrane (Product) installed at the above address, subject to the following terms, conditions, limitations, and exclusions, until the Warranty Extension Expiration Date. If during the duration of this Limited Warranty a manufacturing defect in the Product causes a leak, CT or its designated roofing contractor will, at CT's sole discretion, repair or replace the Product only as necessary to restore it to a watertight condition. Only manufacturing defects in the Product that cause leaks are covered by this Limited Warranty. CT's maximum liability during the Original Limited Warranty duration is unchanged by this Limited Warranty and will carry over throughout the Limited Warranty extension duration, such that CT's maximum liability is the original cost of the Product used on the roof, determined by CT to be defective, reduced by 4% for original 25-year warranties, 5% for original 20-year warranties, 6.67% for original 15-year warranties, 8.3% for original 12-year warranties, and 10% for original 10-year warranties during each subsequent year, less any costs previously incurred by CT for repair or replacement. In no event will CT be responsible for costs associated with labor. 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 Product is applied. Product as used herein shall include the following CT components: specified base sheet, interplies, and cap sheet, asphalt materials between bituminous layers when required, primers, mastics, coating, and polyester reinforcements as required for the above warranty duration and applied per CT's specifications and instructions published at the time of installation. Roof components which are not part of the Product and hence not covered by this Limited Warranty include, but are not limited to, the following: underlying roof deck, insulation, vapor retarders, fasteners, metal work, drains, pitch pans, expansion joints, skylights, vents, and plastic accessories.

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 Product is 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 38 mph, 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 or coating, walls, foundations or any other part of the building structure, insulation, or other materials underlying the Product;
4. Failure of the Product caused or contributed by:
 - a. Maintenance, repair, or work on the roof unrelated to the Product, including, but not limited to, mechanical, electrical, 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 Product;
 - e. Deposits of solids, liquids, or foreign objects or agents, including plant or animal life or any organic or inorganic solvents which may cause deterioration, of the Product;
 - f. Building design or construction or cracks, deterioration or openings in the roof substrate;
 - g. Lack of positive slope or inadequate drainage, to completely remove water from the Product to prevent ponding water conditions as defined by the NRCA (48 hours) and areas where water is allowed to drain onto the Product from air conditioning units or other rooftop equipment no matter the surface appearance at the completion of installation;
 - h. Installation over improperly prepared or inappropriate substrates, including, but not limited to, wet, dirty, contaminated, and/or damaged surfaces;
 - i. Loose, defective, or improperly installed fasteners;
5. Failure to adhere to all CT application instructions, construction details, and Commercial and SMARTCOAT Roof Maintenance Program as published at the time of installation;
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 published specifications in effect at the time of installation;
9. Placement of any additional structures on the Product, including, but not limited to, equipment or framework used in connection with air conditioning units, transmission and/or reception devices, signs, and/or water towers. This exclusion does not apply to the installation of a CT photovoltaic system when it is installed in accordance with the published installation instructions for the photovoltaic system on a low-slope roof;
10. Failure to maintain the watertight integrity of the Product. Owner must make repairs to non-warranted items that affect the watertight integrity of the Product;
11. Testing/sampling of the Product by others;
12. Design and/or consulting errors or omissions by the Owner or their authorized representative;
13. Improper application of the Product over dirty or improperly prepared surfaces, including, but not limited to, surfaces retaining residue from organic decaying material, greases, or oils no matter the surface appearance at the completion of installation.

In addition, this Limited Warranty does not cover fading or other changes in color to the Product as a result of normal weathering or atmospheric conditions.

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UNAPPROVED REPAIRS, ALTERATIONS, ADDITIONS, OR DELETIONS

All repairs, alterations, additions, or deletions to any aspect of the roof, or any material contiguous thereto, must have prior written approval of CT Roofing's Warranty & Technical Services Department (CertainTeed Roofing Products Group, 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, additions, or deletions to the roof, all of CT's obligations, duties, and coverage under this Limited Warranty will terminate and the Limited Warranty will be voided.

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 repairs performed by a qualified roofer. CT will only reimburse Owner for essential temporary repair expenses that would have been covered under this Limited Warranty.

NOTICE OF CLAIMS

Any claim or request for CT to perform under this Limited Warranty must be made by the building owner to CT in writing to the above listed address, by email to rpg.t.services@saint-gobain.com, or by visiting www.ctroof.com within thirty (30) days of discovery of the alleged defect or CT will have no responsibility for repairs. Notification to a roofing contractor is not considered notice to CT. This notice of claim must include a general description of the alleged defect and a copy of your Commercial and SMARTCOAT Roof Maintenance Program records. Owner shall grant access to the entire roof system as necessary for CT to investigate a claim, which includes, but is not limited to, the taking of samples that adequately demonstrate the alleged defect for testing by CT as part of the claim investigation. 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. This Limited Warranty will become void if costs associated with non-warranty findings are not paid in full within thirty (30) days of receipt of any CT invoicing. If it is determined that CT installation procedures have not been followed, or the required materials have not been installed, CT may cancel this Limited Warranty at any time.

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 repairs 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 OF COVERAGE

Except as noted herein, this Limited Warranty may not be modified, altered, or expanded by anyone, including product distributors, dealers, sellers, installers, contractors, and/or CT field representatives. Only CT Roofing's Commercial 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 Product that deviates from CT's published specifications and/or application instructions voids coverage, unless prior written approval is provided by CT Roofing's Commercial Technical Services Department.

TRANSFERABILITY OF LIMITED WARRANTY

This Limited Warranty is not transferable and terminates if the building is sold or ownership transferred.

CONDITION PERTAINING TO WARRANTY EFFECTIVENESS

This Limited Warranty applies to Product installed during the calendar year of 2023 and shall become effective following complete installation of the Product and payment in full to the roofing contractor. The Limited Warranty in effect at the time the Product is originally installed is the applicable Limited Warranty. The Limited Warranty duration listed above is solely based upon information provided within the Product Registration/Limited Warranty Request Form. Information presented and determined as incomplete or inaccurate shall result in this Limited Warranty being null and void. 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. If and when this Limited Warranty becomes effective, the original date of installation shall apply for all purposes of this Limited Warranty.

EXCLUSIVE WARRANTY AND LIMITATION OF REMEDIES

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY CT. 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. CT'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 CT 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 CT'S PRODUCTS OR AS A RESULT OF A 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. IN NO EVENT SHALL CT'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT OR THIS WARRANTY EXCEED THE COST TO THE OWNER OF THE PRODUCT OF THE ORIGINAL INSTALLATION. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT MAY VARY BY STATE OR JURISDICTION. THIS LIMITED WARRANTY MAY NOT BE MODIFIED, ALTERED, OR EXPANDED BY ANYONE, INCLUDING PRODUCT DISTRIBUTORS, DEALERS, SELLERS, INSTALLERS, CONTRACTORS, AND/OR CT FIELD REPRESENTATIVES.

AGREEMENT TO BINDING ARBITRATION

Any and all claims, disputes, and other matters in question that may occur between the 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 the Owner or the Owner's professional. Any roof inspections performed by CT representatives are solely for the benefit of CT and do not constitute approval, representation, or warranty that the roof meets building code requirements.

NOTE: All referenced documents/forms are available at www.certainteed.com.