

COVERAGE

CertainTeed LLC ("CT") hereby warrants the roof system installed at the above address, subject to the following terms, conditions, limitations and exclusions, for a period of _____ years from the date of completion of the roof system installation. If, during the duration of this Limited Warranty, a leak is caused by a deficiency in the workmanship of the roof system installation or by a manufacturing defect in the roof system, CT or its designated roofing contractor will, at CT's expense, repair or replace the roof system only as necessary to restore it to a watertight condition. Only deficiencies in the roof system that cause leaks are covered by this Limited Warranty. 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 CT roof system is applied. Roof system, as used herein, shall include the following components: FlintBoard[®] insulation, approved fasteners, Millennium insulation adhesive, FlintPrime[®] QD and Aerosol primers, FlintBond[®] adhesives, FlintEdge[®] metals, SmartFlash[®] ONE liquid applied flashing, Arctic Edge Cold Lap Tape[™], applicable base sheet, interplies, cap sheet, and hot asphalt between layers when applicable, as required for the warranty duration and applied per CT's Commercial Roof Systems Specifications manual, application instructions, and construction details as published at the time of installation. Approved material utilized to tie-into GCP PERM-A-BARRIER[®] air barrier products are covered within this Limited Warranty. Roof components which are not part of the roof system and hence not covered by this Limited Warranty include the following: underlying roof deck, insulation (non-CT brand), vapor retarders (non-CT brand), fasteners (non-CT brand), liquid flashing (non-CT brand), metal work (non-CT brand), drains, pitch pans, expansion joints (non-CT brand), skylights, vents, plastic accessories, decorative or reflective coating (SMARTCOAT Limited Warranty issued separately if applicable, non-CT brand coating excluded from coverage), surfacing, and/or any aggregates.

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 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 54 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, walls, foundations or any other part of the building structure, insulation, or other materials underlying the roof system;
4. Failure of the roof system caused or contributed by:
 - a. Maintenance, repair, or work on the roof unrelated to the roof system, including, 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 system;
 - e. Deposits of solids or liquids which may cause deterioration of the roof system;
 - f. Building design or construction;
 - g. Lack of positive slope or inadequate drainage, to completely remove water from the roof system to prevent ponding water conditions on the roof system as defined by the NRCA (48 hours); or
 - h. Installation over an improperly prepared or inappropriate substrate, including, but not limited to, wet, dirty, and/or damaged surfaces;
5. Failure to adhere to all CT application instructions, construction details, and Commercial 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 and tie-in materials of any kind or nature not approved in CT/GCP's Commercial Roof Systems Specifications and PERM-A-BARRIER detail manuals or in advance in writing by CT/GCP's Commercial Building & Infrastructure ("CB&I") Warranty Services Department;
9. Placement of any additional structures on the roof system, 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 roof system. Owner must make repairs within thirty (30) days of notification from CT of non-warranted items that affect the watertight integrity of the roof system;
11. Testing/sampling of the membrane by others;
12. Design and/or consulting errors or omissions by the Owner or their authorized representative.

In addition, CT will not be responsible, or have any liability, for changes to the appearance of the roof system that do not result in roof leaks. This includes, but is not limited to fading or other changes in color to the roof membrane, the loss of granules from the cap sheet, and/or surface cracking or blistering due to weathering or normal wear and tear from the elements.

NON-WARRANTED REPAIRS

Repairs must be made by a CT Gold or Silver Star roofing contractor or roofing contractor approved in advance by CT. Should a non-warranted repair be made by any roofing contractor, payment must be remitted to the roofing contractor within thirty (30) days from completion of the work or the Limited Warranty will be void. Should non-warranted repairs not be made within thirty (30) days of notification from CT, the Limited Warranty will be void.

TWO-YEAR INSPECTION

A mandatory inspection will be made of the roofing system within approximately 18 to 24 months (~2-years) from the date of completion. If for any reason CT or its authorized representative is not granted access to perform the inspection this Limited Warranty shall be void.

LOW-SLOPE ASPHALTIC MEMBRANES

YEAR INTEGRITY ROOF SYSTEM[®] NDL LIMITED WARRANTY



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's CB&I Warranty Services Department (CertainTeed Commercial Building & Infrastructure, Warranty Services Department, 20 Moores Road, Malvern, PA 19355, (800) 396-8134 ext. 2). 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. Application of a roof system that deviates from CT's Commercial Roof Systems Specifications manual and application instructions voids coverage unless prior written approval is provided by CT's CB&I Warranty Services Department.

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 CT credentialed 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 Owner to CT in writing to the above listed address, by email to rpg@saint-gobain.com, or by visiting <https://www.ctndl.com/resndlsite/Commerical/index.asp> within thirty (30) days of discovery of the leak 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 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 CT credentialed roofer. CT will only reimburse Owner for essential temporary repair expenses that would have been covered under this Limited Warranty.

MODIFICATION OF COVERAGE

Only CT's CB&I Warranty 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 roof system application by a CT representative does not waive any exclusions or conditions of this Limited Warranty.

TRANSFERABILITY OF LIMITED WARRANTY

This Limited Warranty may be transferred to a subsequent Owner only if CT's CB&I Warranty Services Department is notified at the above listed Malvern address within thirty (30) days of real estate title transfer, upon payment of the applicable transfer fee to CT, and inspection of the roof membrane by authorized CT personnel. Failure to transfer this Limited Warranty pursuant to these stated conditions terminates CT's warranty obligations and the Limited Warranty will be voided. 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. Transfer fees are non-refundable as they are applied to inspection and administrative costs. This Limited Warranty is NOT otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

CONDITIONS PERTAINING TO WARRANTY EFFECTIVENESS

This Limited Warranty shall become effective only upon the occurrence of all the following events:

1. Receipt of roofing contractor's notice of completion;
2. CT final inspection and completion of all punchlist items;
3. Payment of CT's warranty fee to CT; and
4. Owner's payment to roofing contractor for installation and supplies.

Should a dispute arise between any of the parties (contractor, Owner, CT) as to whether or not any of these Conditions Pertaining to Warranty Effectiveness have been satisfied, CT will hold the Limited Warranty in abeyance until such time as the parties agree that all Conditions have 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 LIMITATIONS 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 ROOF SYSTEM 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 ROOF SYSTEMS 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. 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 available at www.certainteed.com.