

Firestone

SINGLE PLY ROOFING MEMBRANE LIMITED PRODUCT WARRANTY

Building Owner: _____ Phone No. : (____) _____

Building Identification: _____

Building Address: _____

Warranty Period of _____ Years, beginning on: _____ (Month/Day/Year)

Roofing Contractor: _____ Phone No.: (____) _____

SAMPLE

WARRANTY PERIOD (Select Membrane)

10 Years From Date of Purchase: Firestone UltraPly TPO (.045")
 Firestone RubberGard EPDM (.045")

15 Years From Date of Purchase Firestone UltraPly TPO (.060")
 Firestone RubberGard EPDM (.060")

For the warranty period indicated above, Firestone Building Products Company, LLC, an Indiana limited liability company ("Manufacturer"), warrants to the Purchaser that the Manufacturer will, subject to the Terms, Conditions, and Limitations set forth below, provide replacement RubberGard EPDM or UltraPly TPO Roofing Membrane material or a prorated credit (based upon the remaining months of the unexpired warranty) sufficient to replace any area of Single Ply Roofing Membrane ("Membrane") which leaks as a result of ordinary exposure to the elements or any manufacturing defect in the Membrane. Firestone's repair obligation over the life of this warranty is limited to the owner's original cost of the Membrane.

TERMS, CONDITIONS, AND LIMITATIONS

- Products Covered:** The Membrane is limited to mean the Manufacturer's RubberGard EPDM or UltraPly TPO Roofing Membrane when installed in accordance with Manufacturer's Current Technical Specifications.
- Notice & Investigation:** In the event that a potential claim is suspected due to roof leaks that would be covered by this warranty: (a) The Purchaser must give written notice to the Manufacturer within thirty (30) days of the discovery of a potential claim along with a copy of the purchase invoice and three 12" x 12" samples from the roofing membrane. Two samples must be from the suspected area and one must be from another area. By so notifying the Manufacturer, the Purchaser authorizes the Manufacturer or its designee to investigate the claim. (b) If upon investigation, the Manufacturer determines that the leak is not excluded under the Terms, Conditions and Limitations set forth below and is the result of ordinary exposure to the elements or a manufacturing defect in the Membrane, the Owner's sole and exclusive remedy and the Manufacturer's liability will be limited to providing replacement Membrane (or a prorated credit). (c) Should the investigation reveal that the leak is excluded under the Terms, Conditions, and Limitations set forth below, the Owner is responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Single Ply Roofing Membrane Limited Product Warranty ("Limited Warranty") null and void. The Manufacturer will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the un-expired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner and within a reasonable time shall render this Limited Warranty null and void. (d) Any dispute, controversy or claim between the Owner and the Manufacturer concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and the Manufacturer do not resolve the dispute, controversy or claim in mediation, the Owner and the Manufacturer agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
- Payment Required:** The Manufacturer shall have no obligation under this Limited Warranty unless and until the Manufacturer has been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the Membrane.
- Exclusions:** The Manufacturer shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, wind, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, which damages the Membrane or which impairs the Membrane's ability to resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the Membrane, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Warranty titled "Roofing Care and Maintenance Guide;" (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Membrane, which damages the Membrane, or which impairs the Membrane's ability to resist leaks; (g) Alterations or repairs to the Membrane not approved in writing by Firestone; (h) A change in building use or purpose; (j) Ponding; (k) Failure to give proper notice as set forth in paragraph 2(a) above.
- Roof Access:** During the term of this Limited Warranty, the Manufacturer, its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Manufacturer for all reasonable costs incurred during inspection and/or repair of the Membrane that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens or overlays, either permanent or temporary, as necessary to expose the Membrane for inspection and/or repair.
- Waiver:** The Manufacturer's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
- Limits:** This Limited Warranty does not cover flashings, seams, adhesives, sealants, coatings or workmanship.

THE MANUFACTURER DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT IT HAS NOT FURNISHED. THE MANUFACTURER SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY THE MANUFACTURER. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE MANUFACTURER AND THE MANUFACTURER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF THE MANUFACTURER. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

SAMPLE

ROOFING CARE AND MAINTENANCE GUIDE

(For Single Ply Roofing Membrane Limited Product Warranty)

Congratulations on your purchase of a new Single Ply Roofing Membrane! Your roof is a valuable asset and as such should be properly maintained. All roofs and roofing systems require periodic maintenance to perform as designed and to keep your Limited Warranty in full force and effect.

1. The roof should be inspected at least twice yearly (in the Spring and Fall), and after any severe storms. Record maintenance procedures as they occur. Log all access times and parties working on the roof
2. Proper maintenance and good roofing practice requires that ponded water (defined as standing water on the roof forty-eight (48) hours after it stops raining) not be allowed on the roof. Roofs should have slope to drain and all drain areas must remain clean. Bag and remove all debris from the roof since such debris can be quickly swept into drains by rain. This will allow for proper water run-off and avoid overloading the roof with ponded water.
3. The Single Ply Roofing Membrane should not be exposed to acids, solvents, greases, oil, fats, chemicals and the like.
4. The Single Ply Roofing Membrane is designed to be a waterproofing membrane. If there is to be roof traffic for any reason, contact your roofing contractor to install protective walkways.
5. All counterflashing, metal work, drains, skylights, equipment curb and supports, and any other rooftop accessories functioning in conjunction with the Single Ply Roofing Membrane must be properly maintained at all times.

The preceding requirements will assist you, the building owner, in maintaining a watertight roof for many years. Remember, your roof is an investment. To maximize your return on this investment, maintenance is essential.

Firestone

BUILDING PRODUCTS

NOBODY COVERS YOU BETTER™

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06/09-01

Item # 1268