



LIMITED MEMBRANE ONLY WARRANTY

Subject to the terms, conditions, and limitations set forth herein, GenFlex Roofing Systems LLC ("GenFlex") warrants to the named building owner ("OWNER") that the roofing membrane described below will not deteriorate to the point of causing leaks through the membrane due to normal weathering during the period specified below. This Membrane Only Warranty applies to roofing membrane that has been installed in accordance with GenFlex technical specifications on a commercial building, and it does not apply to labor, materials, or construction details.

TERMS, CONDITIONS AND LIMITATIONS

1. During the term of this warranty, GenFlex shall have access to the roof for inspection during normal business hours.
2. OWNER shall provide GenFlex with written notice of any alleged defect in the roof membrane and of any claim under this warranty within thirty (30) days of the discovery of the alleged defect/leak. Such notice shall be given by certified mail to GenFlex Roofing Systems LLC, Warranty Services Department 250 W 96th St., Indianapolis, IN 46260 USA. The OWNER shall provide at his expense the following items: (a) detailed explanation of the problem; (b) sample(s) of the alleged defective material(s). If GenFlex's investigation of any claim under this warranty reveals that GenFlex is responsible under the terms of this warranty, GenFlex will contact you regarding your claim and will perform any obligation imposed by the terms of this warranty.
3. If there is failure of the membrane within the scope of this warranty during the period in which this Membrane Only Warranty is in effect, GenFlex will, at its option, either repair the membrane or issue credit against the purchase of a new roofing membrane from GenFlex. Such credit shall be determined by multiplying the current price of a replacement membrane FOB GenFlex plant, by a fraction, the numerator of which is the remaining months of this warranty, and the denominator of which is the total number of months this warranty is to be in effect as stated. The maximum pro-rated value allowed for repair or credit shall not exceed the original Membrane purchase price.
4. The remedy stated herein is the **SOLE AND EXCLUSIVE REMEDY** for failure of the roofing membrane described below. GENFLEX SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO INJURY TO ANY PERSON OR DAMAGES TO THE BUILDING OR THE CONTENTS OF THE BUILDING, OR TO ANY SUCH DAMAGE RELATING TO THE PRESENCE OF MOLD, MILDEW OR ANY OTHER PATHOGENIC MICROBE.
5. THERE ARE NO EXPRESS WARRANTIES EXCEPT AS STATED HEREIN, AND GENFLEX HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. NO REPRESENTATIVE HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED HEREIN.

6. This warranty shall not be applicable to damage or loss caused in whole or in part by:
 - a. natural disasters, including but not limited to lightning, wind gusts in excess of 54 mph, hail, hurricanes, or similar natural disasters;
 - b. vandalism or malicious mischief, acts of war, or civil disturbances;
 - c. alteration of the roof or installation of structures, fixtures or utilities on or through the roof without the prior written approval of GenFlex;
 - d. environmental fallout or overexposure to commercial/industrial solvents, acids, caustic fluids, oils, waxes, greases, absorbent clays, bleaches, plasticizers or other harmful chemicals;
 - e. failure of the OWNER or lessee to use reasonable care in maintaining the roof, including but not limited to the requirements identified on the reverse side of this warranty;
 - f. traffic or storage of materials on the roof;
 - g. infiltration or condensation of moisture in, through, around or above the walls of the building, or damage caused by lack of positive drainage (ponded water);
 - h. acts of parties other than GenFlex;
 - i. failure of any materials other than the membrane supplied by GenFlex;
 - j. insects or animals;
 - k. deterioration or failure of any building component including, but not limited to, the roof substrate, walls or mortar, or condensation accumulation in the roof assembly due to incorrect design or due to a reduction in vapor barrier effectiveness;
 - l. discoloration or odors caused by algae, fungi, lichens or;
 - m. errors or omissions by architects or engineers
7. GenFlex reserves the right to suspend its obligations under this warranty if (a) all bills for installation of the GenFlex roofing system have not been paid in full to the roofing contractor named below and to the material supplier(s); (b) the warranty fee has not been paid to GenFlex. Notwithstanding the foregoing, the provisions of paragraphs 5 and 6 above shall remain in full force and effect.
8. This warranty may not be transferred upon change of ownership of the building shown below unless the OWNER (a) notifies GenFlex in writing of its proposed change at least 45 days prior to the change; (b) pays GenFlex the warranty transfer fee and (c) completes all repairs required by GenFlex in order to correct failures to comply with OWNER's obligations under this warranty. NO transfer of this warranty as provided herein shall extend the expiration date of this warranty.
9. Any claim or dispute between OWNER and GenFlex arising out of this warranty or relating to any material supplied or specifically required by GenFlex shall be resolved by final and binding arbitration in accordance with the rules of the American Arbitration Association. Owner hereby releases GenFlex from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

GenFlex Roofing Systems LLC, by _____

Sample Signature

Date MM/DD/YYYY

General Manager

Job #: QA####

Square Footage: ##,### SQ. FT.

Specific Type: MATERIAL TYPE - SYSTEM TYPE

Job Location

Building Owner

Roofing Contractor

YOUR BUILDING

BUILDING OWNER NAME

ROOFING CONTRACTOR NAME

123 ANY STREET

456 ANY STREET

100 EXPERT LANE

ANYTOWN, IN 12345

ANY TOWN, IN 12345

ANY TOWN, IN 12345

Effective from: MM/DD/YYYY to MM/DD/YYYY

**GENFLEX ROOFING SYSTEMS, LLC
MAINTENANCE & CARE REQUIREMENTS – ROOFING**

We are pleased that you have selected a warranted GenFlex™ roof for your building. Below are some helpful tips on how to safeguard your roofing investment and what to do in the event a warranty claim should ever need to be filed on this project:

REGULAR MAINTENANCE

1. The roof should be inspected at least twice a year (in the spring and fall) and after any severe storm. Maintenance procedures must be recorded as they are performed along with a log of all access times and people working on the roof.
2. All counter flashing, metal work, equipment curb and supports, pitch pockets, caulking, grease guards, traps, secondary sheets, walk pads, and any other rooftop accessories functioning in conjunction with the membrane roofing system are to be properly maintained at all times. If a secondary (sacrificial) sheet is used to protect an area around a stack or vent, it should be inspected and replaced if deterioration should occur. Walk pads are to be maintained by the building owner and are not covered by the GenFlex warranty.
3. Ponded water (defined as water standing on the roof for more than forty-eight (48) hours) should not be allowed on the roof. Roofs should have slope to drain and all drain areas must remain clean in order to function properly. Remove all debris from the roof since debris on the roof surface may be swept into drains by rains.
4. Materials should not be stored on the roof. The building owner should remove broken bottles, metal, etc., and immediately repair any damage or vandalism to GenFlex Roof.
5. Regular cleaning must be done in areas where potentially harmful contaminants may accumulate, e.g., oil, grease, coolant, acids, solvents. Periodic cleaning of white or colored roof membranes may be necessary to maintain the membrane's reflective properties and aesthetic appearance. Contact the installing applicator for additional preventive maintenance tips. **Note:** Roof membrane damage due to exposure to chemicals and/or environmental contaminants is excluded from warranty coverage.
6. If there will be routine foot traffic on the roof for any reason, consider the installation of protective walkways to mitigate damage to the roofing membrane. Physical damage to the roofing membrane is not covered by the GenFlex warranty.

SHOULD YOU FEEL YOU HAVE A WARRANTY CLAIM:

1. Contact the installing applicator, or other qualified contractor, and arrange for the collection of three (3) 12" x 12" samples of the roofing membrane (two in the affected area(s) of the roofing membrane and one from an area not affected) and mail to: GenFlex Roofing Systems Warranty Services at 250 West 96th Street, Indianapolis, IN 46260 along with a copy of your warranty and contact information for the person filing the claim.
2. Upon receipt of the submitted samples, GenFlex will perform a laboratory examination of the samples and will generate a written claim determination to the person filing the claim. If the claim is determined to be valid, the written determination will be accompanied by an instruction sheet on how to proceed to the next step of resolving a validated claim and will include the name of a contact person in Warranty Services who will coordinate all claim activity.
3. In the unlikely event warranty repair work will be necessary on the GenFlex roof, it is the owner's responsibility to provide access to the roofing membrane surface by removing or moving rooftop equipment, pavers, severely ponded water, snow or any materials that prevent complete investigation and repair.

SUBMIT ANY WARRANTY CLAIMS TO:

**WARRANTY SERVICES
GENFLEX ROOFING SYSTEMS, LLC
250 WEST 96TH STREET
INDIANAPOLIS, IN 43260**