



GENFLEX LABOR AND MATERIAL LIMITED WARRANTY

Subject to the terms, conditions, and limitations set forth herein, GenFlex Roofing Systems, LLC ("GenFlex"), warrants to the building owner ("Owner") named below, that GenFlex will provide labor and material to repair any leak through the GenFlex membrane caused by deterioration of the membrane due to normal weathering or any manufacturing defect in the membrane during the period specified below. This Limited Warranty applies to membrane that has been installed in accordance with current GenFlex technical specifications and construction details on a commercial building. GenFlex's repair obligation over the life of this Limited Warranty is limited to the Owner's original installation costs of the membrane.

TERMS, CONDITIONS AND LIMITATIONS

- The Membrane is limited to mean the GenFlex brand Membrane when installed in accordance with GenFlex Technical Specifications and construction details and maintained in accordance with the requirements listed on the reverse side of this Warranty.
- In the event any leak should occur through the Membrane: (a) The Owner must give written notice to GenFlex within thirty (30) days of the discovery of a potential claim along with three 12" x 12" samples from the Membrane. Two samples must be from the suspected area and one must be from another area. By so notifying GenFlex, the Owner authorizes GenFlex or its designee to investigate the cause of the leak. (b) If upon investigation, GenFlex determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Owner's sole and exclusive remedy and GenFlex's liability will be limited to the repair of the leak. (c) Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations set forth herein, the Owner is responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this "GenFlex Labor and Material Limited Warranty" null and void. GenFlex 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 unexpired 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 GenFlex concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and GenFlex do not resolve the dispute, controversy or claim in mediation, the Owner and GenFlex 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.
- GenFlex shall have no obligation under this Limited Warranty unless and until GenFlex, the licensed or registered applicator, and the material distributor have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the Membrane.
- GenFlex 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, tsunamis, 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) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (d) Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials; (e) 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; (f) Alterations or repairs to the Membrane not approved in writing by GenFlex; (g) The architecture, engineering, construction or design of the roof, roofing Membrane, or building. GenFlex does not undertake any analysis of the architecture or engineering required to evaluate what type of roof Membrane is appropriate; (h) A change in building use or purpose; (i) Failure to give proper notice as set forth in paragraph 2(a) above; (j) Pooled water.
- This Limited Warranty is not transferable or assignable in any manner.
- During the term of this Limited Warranty, GenFlex, 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 GenFlex 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, super strata or overlays, either permanent or temporary, as necessary to expose the Membrane for inspection and/or repair.
- GenFlex'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.
- This Limited Warranty only covers GenFlex brand membrane and does not cover other products and/or services, including, but not limited to, flashings, seams, adhesives, sealants, coatings, installation, or workmanship.

GENFLEX ONLY WARRANTS MEMBRANE INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS FURNISHED. GENFLEX 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 GENFLEX. 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 GENFLEX, AND GENFLEX 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 GENFLEX. NO OTHER PERSON HAS ANY AUTHORITY TO BIND GENFLEX WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

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**