GENFLEX LIFETIME RESIDENTIAL MATERIAL LIMITED WARRANTY

Subject to the terms, conditions, and limitations set forth herein, GenFlex Roofing Systems, ("GenFlex") warrants for as long as the Owner is a natural person who owns and resides in the residence on which the GenFlex roofing materials are installed that the material supplied by GenFlex shall be without a manufacturing defect that affects its performance, subject to the terms and conditions of this Limited Warranty.

TERMS, CONDITIONS, AND LIMITATIONS
A. What is covered by this Residential Material Limited Warranty? This Limited Warranty covers your GenFlex brand membrane, so long as the membrane is correctly installed for its intended purpose and in accordance with GenFlex Technical Specifications. This Limited Warranty does not cover the installer’s workmanship in the installation of the GenFlex membrane, material, or accessories, even if the GenFlex brand materials are installed by a GenFlex licensed contractor.

Should a manufacturing defect occur so that the membrane fails to perform according to its specifications, GenFlex will replace the defective membrane. GenFlex’s obligation under the Limited Warranty is limited to the delivery of replacement membrane to the Owner. GenFlex shall not be responsible for any labor or costs associated with the repair, replacement, disposal, or re-installation of the GenFlex brand materials.

This Limited Warranty shall only apply to a single-family dwelling. GenFlex’s obligations under this Limited Warranty shall terminate immediately if the residence is no longer used as a single-family dwelling.

B. How to obtain this Limited Warranty. To obtain this Limited Warranty, the Owner must register the completed project at www.genflex.com using the Lifetime Residential Warranty Registration form under the OWNERS tab within thirty (30) days of the completion of the GenFlex membrane installation.

C. How to submit a warranty claim. If you believe that a manufacturing defect has caused the membrane to deteriorate and you want to make a claim under the Limited Warranty, you must 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 of the affected area(s) of the roofing membrane and one from an unaffected area(s). The samples shall be packaged adequately and mailed postage pre-paid to GenFlex Roofing Systems, Warranty Services, 250 West 96th Street, Indianapolis, IN 46260 along with a copy of your warranty and contact information for the person filing the claim. 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 by GenFlex, the written determination will be accompanied by an instruction sheet on how to proceed to the next step resolving a validated claim and will include the name of a contact person in Warranty Services who will coordinate all claim activity.

D. Warranty Term: The warranty coverage starts when the GenFlex membrane has been installed according to GenFlex product installation specifications over a compatible substrate and continues for as long as the Owner is a natural person who owns and resides in the residence on which the GenFlex roofing materials are installed; provided that you, the Owner, have registered the product with GenFlex in accordance with Section B, and you retain and provide a copy of your contract with your installer and your proof of purchase as proof of the date of installation. This Limited Warranty is non-transferable and is not assignable in any way without express written consent of GenFlex Roofing Systems, LLC.

E. What this Limited Warranty does not cover. This Warranty does not cover (a) damage to the membrane caused by Natural forces, disasters, acts of God, including, but not limited to wind, hurricanes, tornados, typhoons, floods, hail, lightning, earthquakes, atomic radiation, insects or other organisms, or animals; (b) damage to the appearance of the membrane, including but not limited to fading, stains or discoloration; (c) damage caused by vandalism, negligence, accidents, structure settlement, substrate failure, or defects or failure in other materials used in the installation not supplied by GenFlex; (d) damage caused by the failure of the Owner to use reasonable care in maintaining the roof; and (e) damage caused by repairs, removal, additions, alterations, made on or through the roof contrary to GenFlex Technical Specifications.

F. REMEDIES AND LIMITATIONS. THIS LIMITED WARRANTY SHALL BE THE OWNER’S SOLE AND EXCLUSIVE REMEDY AGAINST GENFLEX. NO GENFLEX SHALL NOT BE LIABLE TO OWNER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO CLAIMS FOR, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE, DAMAGE TO THE SUBSTRATE, OR DAMAGE TO THE CONTENTS OF THE RESIDENCE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. AGAINST GENFLEX, AND GENFLEX SHALL NOT BE LIABLE TO OWNER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO CLAIMS FOR, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE, DAMAGE TO THE SUBSTRATE, OR DAMAGE TO THE CONTENTS OF THE RESIDENCE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. AGAINST GENFLEX, GENFLEX SPECIFICALLY DISCLAIMS ALL LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, MATERIALS NOT FURNISHED BY GENFLEX. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN, ORAL, OR EXPRESS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GENFLEX SPECIFICALLY LIMITS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE TO THE TERM OF THE LIMITED WARRANTY, UNLESS A SHORTER PERIOD IS PERMITTED BY LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

PROJECT INFORMATION
Membrane Type:
Membrane Thickness:
System Type:
Size of Roof (in square feet)
Installer (if other than)
Date of completion:

OWNER & PROJECT LOCATION INFORMATION
Name:
Address:
City:
State:
Zip:
Warranty No.

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123 Any Street
Indianapolis
Indiana
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Warranty No. #