

# GENFLEX WARRANTY GENERAL TERMS, CONDITIONS AND LIMITATIONS



# SAMPLE

Warranty No:  
Project No:  
Start Date:

Building Identification:  
Building Address:  
Building Owner:  
Installing Contractor:

Subject to the terms, conditions and limitations set forth herein, GenFlex Roofing Systems, an operating division of Firestone Building Products Company, LLC, an Indiana limited liability company ("GenFlex"), provides the Building Owner ("Owner") named above with this Limited Warranty for the GenFlex provided System(s) or Material(s) set forth herein. This Limited Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions and limitations are defined in subsequent pages. In the event that inconsistencies exist between the General Terms, Conditions and Limitations listed below and the Terms, Conditions and Limitations in subsequent pages, the subsequent pages will prevail.

## GENERAL TERMS, CONDITIONS AND LIMITATIONS

**Payment Required.** GenFlex shall have no obligation under this Limited Warranty unless and until GenFlex and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary in the future, GenFlex reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or GenFlex has been paid in full for such repairs.

**Exclusions.** GenFlex shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes (regardless of wind speed), tornadoes, microbursts, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Materials or which impair the System's or Material's ability to perform properly; Failure by Owner to use reasonable care in maintaining the System or Materials. Said maintenance to include, but not be limited to, those items listed in the current version of the GenFlex Owner's Manual available at [www.genflex.com](http://www.genflex.com); Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, or the failure of wood nailers to remain attached to the structure; Construction generated moisture, condensation or infiltration of moisture in, from, through or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with GenFlex specifications, not completed by a GenFlex-licensed applicator and/or completed without proper notice to GenFlex Warranty Services; The design of the System: GenFlex does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure. Such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any non-GenFlex brand materials used in the GenFlex System or Installation not specifically accepted in writing by GenFlex to be included in warranty coverage; or, Change in building use or purpose.

**Overburden.** Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation or repairs to the System or Material, excluding ballast or pavers accepted by GenFlex or overburden specifically included in subsequent pages of this Limited Warranty.

**Term.** The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without GenFlex's written approval.

**Access.** During the term of this Limited Warranty, GenFlex's designated representatives or employees shall have free access to the Installation location for inspection, audit, or repair purposes during regular business hours. In the event that 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 System or Material that are due to delays associated with said restrictions.

**Waiver & Severability.** 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. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

**Disputes.** Any dispute, controversy or claim between Owner and GenFlex concerning this Limited Warranty, or relating to any Material supplied or specifically required by GenFlex, shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and GenFlex do not resolve the dispute, controversy or claim in mediation, Owner and GenFlex agree that neither party will commence or prosecute any suit, proceeding or claim other than in the state and federal courts located in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. 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.

**Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflict of laws.

GENFLEX DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY GENFLEX. GENFLEX SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, 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, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND GENFLEX HEREBY DISCLAIMS ALL SUCH WARRANTIES. 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 DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES 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.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.  
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

**GENFLEX ROOFING MEMBRANE  
LIMITED WARRANTY**



SAMPLE

Warranty No:  
Project No:  
Start Date:

Building Identification:  
Building Address:  
Building Owner:  
Installing Contractor:

Name of Roof Area  
Roofing Membrane – Material Type – XX Years

Square Footage: XXXXX

For the warranty period indicated above, GenFlex Roofing Systems, an operating division of Firestone Building Products, LLC, an Indiana limited liability company ("GenFlex"), warrants to the Building Owner ("Owner") named above that GenFlex will, subject to the Terms, Conditions and Limitations set forth below, provide replacement roofing membrane material ("Membrane") or a prorated credit (based upon the remaining months of the unexpired warranty) sufficient to replace any area of the Membrane that leaks as a result of normal weathering or any manufacturing defect in the Membrane.

**TERMS, CONDITIONS AND LIMITATIONS**

**Products Covered.** The Membrane is limited to mean only the GenFlex brand Membrane when installed in accordance with GenFlex technical specifications by a GenFlex-licensed applicator. Any materials not manufactured or supplied by GenFlex are not covered under this Roofing Membrane Limited Warranty ("Limited Warranty").

**Notice.** In the event that any leak should occur in the Membrane, Owner must give notice to GenFlex Warranty Services in writing or by telephone within thirty (30) days of the occurrence of the leak. Owner must provide GenFlex with three 12" x 12" samples of the Membrane as follows: two samples must be from the suspected area and one must be from another area. The costs related to removal of the samples and repairs to make the Membrane watertight are not included in this Limited Warranty. By so notifying GenFlex, Owner authorizes GenFlex or its designee to investigate the cause of the leak at its option.

**Investigation.** Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, Owner shall be responsible for payment of any investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Owner is responsible for completing repairs not covered by this Limited Warranty to be made at Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by Owner to properly make these repairs in a reasonable manner using a GenFlex-licensed applicator and within 60 days shall render this Limited Warranty null and void.

**Limitations.** If upon investigation, GenFlex determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, Owner's sole and exclusive remedy and GenFlex's total liability shall be limited to the supply of replacement Membrane sufficient to replace the affected area or a prorated credit. GenFlex's obligations over the life of this Limited Warranty are limited to Owner's original purchase price of the Membrane.

**Exclusions.** 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: Hail; Winds; Storage of materials or equipment on the roof not specifically accepted in writing by GenFlex; Ponding water; Damage to the roof incurred during breach, rupture or failure of any building envelope component during a flood or wind event not covered under warranty; Alterations to the Membrane, or installing any structures, fixtures, or utilities on or through the Membrane after installation, including, but not limited to, Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access; or, Failure to give proper notice to GenFlex Warranty Services as set forth above.

**Transfer.** This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by GenFlex.

**Products Not Covered.** 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 ROOFING SYSTEMS**

By:

Authorized  
Signature:

SAMPLE

Title:

**THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.  
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.**