

# ROOFING MEMBRANE LIMITED PRODUCT WARRANTY



Building Owner: \_\_\_\_\_ Phone No: \_\_\_\_\_

Building Identification: \_\_\_\_\_

Building Address: \_\_\_\_\_

Date of Purchase: (Day/Month/Year) \_\_\_\_\_

Installing Contractor: \_\_\_\_\_ Phone No: \_\_\_\_\_

## WARRANTY PERIOD (Select Membrane Type)

- 10 Years from Date of Purchase:  GenFlex 45 mil TPO or 45 mil EPDM  
 GenFlex 60 mil TPO or 60 mil EPDM  
 GenFlex 80 mil TPO or 90 mil EPDM

For the warranty period indicated above, GenFlex Roofing Systems, an operating division of Firestone Building Products Company, LLC, an Indiana limited liability company ("Manufacturer"), warrants to the Building Owner ("Purchaser") named above that Manufacturer will, subject to the Terms, Conditions, and Limitations set forth herein, provide replacement roofing membrane material ("Membrane") sufficient to replace any area of the Membrane that leaks as a result of ordinary exposure to the elements or any manufacturing defect in the Membrane.

## TERMS, CONDITIONS, AND LIMITATIONS

- Products Covered:** The Membrane is limited to mean Manufacturer's roofing membrane when installed in accordance with Manufacturer's current technical specifications.
- Notice & Investigation:** In the event of a leak through the Membrane: (a) Purchaser must give written notice to Manufacturer's Warranty Services Department within thirty (30) days of the occurrence of the leak along with a copy of the purchase invoice and three 12" x 12" samples from the Membrane selected as follows: two samples must be from the suspected area and one must be from another area. By so notifying Manufacturer, Purchaser authorizes Manufacturer or its designee to investigate the cause of the leak at its option. The costs related to removal of the samples and repairs to make the Membrane watertight are not included in this Roofing Membrane Limited Product Warranty ("Limited Warranty"). (b) If upon investigation, Manufacturer determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, Purchaser's sole and exclusive remedy and Manufacturer's total liability shall be limited to providing replacement Membrane. (c) Should the investigation reveal that the leak is excluded under the Terms, Conditions, and Limitations set forth herein, Purchaser is responsible for payment of Manufacturer's investigation costs. Failure by Purchaser to pay for these costs shall render this Limited Warranty null and void. Manufacturer will advise Purchaser of the type and/or extent of repairs required to be made at Purchaser's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by Purchaser to properly make these repairs in a reasonable manner and within sixty (60) days shall render this Limited Warranty null and void.
- Disputes:** Any dispute, controversy or claim between Purchaser and Manufacturer, concerning this Limited Warranty, or to any Material supplied by or specifically required by Manufacturer, shall be submitted to mediation in Davidson County, Tennessee. In the event that Purchaser and Manufacturer do not resolve the dispute, controversy or claim in mediation, Purchaser and Manufacturer 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 Manufacturer from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.
- Payment Required:** Manufacturer shall have no obligation under this Limited Warranty unless and until Manufacturer has been paid in full for all materials, supplies, services, and other costs which are included in, or incidental to, the Membrane.
- Exclusions:** 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 (regardless of wind speeds), 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 Purchaser to use reasonable care in maintaining the Membrane; (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 in accordance with Manufacturer's current technical specifications; (h) A change in building use or purpose; (i) Lack of positive drainage (ponded water); (k) Traffic or storage of materials on the roof; (l) Discoloration or odors caused by algae, fungi, or lichens; or, (m) Failure to give proper notice as set forth in paragraph 2(a) above.
- Transfer:** This Limited Warranty is not transferable or assignable in any manner and Manufacturer precludes Purchaser from claiming, representing or implying that this Limited Warranty extends to or is available to anyone other than the original Purchaser of the Membrane.
- Waiver & Severability:** 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. 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.
- Limitations:** This Limited Warranty does not cover flashings, seams, adhesives, sealants, coatings or workmanship. Manufacturer's obligation over the life of this Limited Warranty is limited to Purchaser's original purchase price of the Membrane, prorated based on the remaining months of the unexpired warranty.

**MANUFACTURER DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT IT HAS NOT FURNISHED. 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 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 PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST MANUFACTURER, AND 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 MANUFACTURER. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.**