ROOFING MEMBRANE LIMITED PRODUCT WARRANTY

GENFLEX

***Building Owner:**_____ **Phone No:** _____

Building Identification:_____

Building Address:_____

Date of Purchase: (Day/Month/Year)_____

Installing Contractor:_____ **Phone No:** _____

WARRANTY PERIOD (Select Membrane)

20 Years from Date of Purchase: [ ] 45-mil EZ TPO or 45-mil EPDM

25 Years from Date of Purchase: [ ] 60-mil EZ TPO or 60-mil EPDM

30 Years from Date of Purchase: [ ] 80-mil EZ TPO or 90-mil EPDM

Amrize Building Envelope LLC, an Indiana limited liability company ("Manufacturer"), warrants to the Building Owner ("Owner" or "Purchaser") named above that Manufacturer will, subject to the Terms, Conditions, and Limitations set forth herein, provide replacement roofing membrane material ("Membrane") during the Warranty Period sufficient to replace any area of Membrane that leaks as a result of: (1) deterioration due to normal exposure to weather, or (2) manufacturing defects.

TERMS, CONDITIONS, AND LIMITATIONS

1. **Products Covered.** The Membrane is limited to mean Manufacturer's GenFlex branded roofing membrane when installed in accordance with Manufacturer's current technical specifications.
2. **Notice.** In the event of a leak: (a) Owner must give written notice to Manufacturer within thirty (30) days of the occurrence of the leak along with a copy of the original Membrane purchase invoice and three 12" x 12" samples of the Membrane selected as follows: two samples must be from the suspected area, and one must be from another area. (b) In the event that Manufacturer determines that the leak is not excluded under the Terms, Conditions, and Limitations set forth herein and is the result of ordinary exposure to weather or a manufacturing defect, Owner's sole and exclusive remedy and Manufacturer's total liability shall be limited to providing replacement Membrane sufficient to replace the affected area. (c) Should Manufacturer determine that the leak is excluded under the Terms, Conditions, and Limitations set forth herein, Manufacturer will advise Owner of the type and/or extent of repairs required 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 and within sixty (60) days shall render this Limited Warranty null and void.
3. **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, winds and wind-blown debris, hurricanes, tornadoes, hail, lightning, earthquakes, fire, atomic radiation, insects, or animals; (b) act(s), conduct or omission(s) by any person, terrorism, vandalism or act(s) of war, which damage the Membrane or which impair the Membrane's ability to resist leaks; (c) failure by Owner to use reasonable care in maintaining the Membrane. Said maintenance to include, but not be limited to, recommendations in the GenFlex Building Owner's Manual available on www.genflex.com; (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, chemical or physical reaction and the like that 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 technical specifications; (h) a change in building use or purpose; (i) lack of positive drainage (ponded water); (j) traffic or storage of materials on the roof; (k) discoloration or odors caused by algae, fungi, or lichens; or, (l) failure to give proper notice as set forth in paragraph 2(a) above.
4. **Disputes.** Any dispute, controversy or claim between Owner and Manufacturer concerning this Limited Warranty, or relating to any material supplied by or specifically required by Manufacturer, shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Manufacturer do not resolve the dispute, controversy or claim in mediation, Owner 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.
5. **Term.** The term of this Limited Warranty shall be for the Warranty Period indicated above and shall not be extended under any circumstances without Manufacturer's written approval.
6. **Transfer.** This Limited Warranty is not transferable or assignable in any manner and Manufacturer precludes Owner from claiming, representing, or implying that this Limited Warranty extends to or is available to anyone other than the original Purchaser of the Membrane.
7. **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.
8. **Limitations.** This Limited Warranty does not cover flashings, seams, adhesives, sealants, coatings, installation, or workmanship. Manufacturer's obligation of the life of this Limited Warranty is limited to Owner's original purchase price of the Membrane.

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 OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY MANUFACTURER. THIS LIMITED WARRANTY SUPERSEDES AND IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE OWNER'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. 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 LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. 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 MANUFACTURER WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

**** Provide this warranty to the Building Owner. Do not mail this form to Amrize.***

Amrize Building Envelope LLC ▪ Attn: Warranty Services

26 Century Boulevard ▪ Suite 205 ▪ Nashville, TN 37214

800-443-4272 ▪ genflex.com

RETAIN TO BUILDING OWNER