# GENFLEX WARRANTY
# GENERAL TERMS, CONDITIONS, AND LIMITATIONS

**Warranty No:**

**Project No:**

**Start Date:**

**Issue Date:**

**Building Identification:**

**Building Address:**

**Building Owner:**

**Installing Contractor:**

Subject to the terms, conditions, and limitations set forth herein, Amrize Building Envelope LLC, an Indiana limited liability company ("Amrize"), provides the Building Owner ("Owner") named above with this Limited Warranty for the Amrize provided GenFlex System(s) or Material(s) set forth herein. This 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.** Amrize shall have no obligation under this Limited Warranty unless and until Amrize and the licensed GenFlex 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, Amrize reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed GenFlex applicator and/or Amrize has been paid in full for such repairs.

**Exclusions.** Amrize 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, hail, fires, hurricanes, tornadoes, downbursts, 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 Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to include, but not be limited to, those items listed in the current version of the GenFlex Maintenance Guide available at 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, etc.; 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 Amrize's published specifications, not completed by a licensed GenFlex applicator, and/or completed without proper notice to Amrize; The design of the system: Amrize 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 Amrize to be included in coverage; Change in building use or purpose; Failure by the licensed GenFlex applicator or any additional contractor or subcontractor to follow Amrize's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials. It shall be the licensed GenFlex applicator's sole and exclusive responsibility to strictly follow Amrize's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials; or, Failure to correct all installation deficiencies listed in any Amrize inspection report.

**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, and repair of the System or Materials, excluding ballast or pavers accepted by Amrize or overburden specifically included in subsequent pages of this 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 Amrize's written approval.

**Access.** During the term of this Limited Warranty, Amrize's employees or designees shall have free access to the building 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 Amrize for all reasonable cost incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.

**Waiver & Severability.** Amrize'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 to the fullest extent permitted by law.

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

AMRIZE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY AMRIZE. AMRIZE 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 AMRIZE. 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 AND AMRIZE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST AMRIZE AND AMRIZE 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. 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 REIGHST, 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 AMRIZE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND AMRIZE 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.**

**Amrize Building Envelope LLC ▪ Attn: Warranty Services**
**26 Century Boulevard ▪ Suite 205 ▪ Nashville, TN 37214**
**800-443-4272 ▪ genflex.com**



SAMPLE

# ROOFING SYSTEM
# LIMITED WARRANTY

**Warranty No:**
**Project No:**
**Start Date:**
**Issue Date:**

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

**Roof Area Warranted**
**Roofing System – Material Type – 5-20 Years – 55 MPH – Hail** **Square Footage: XXXXX**

For the warranty period indicated above, Amrize Building Envelope LLC, an Indiana limited liability company ("Amrize") warrants to the Building Owner ("Owner") named above that Amrize will, subject to the Terms, Conditions and Limitations set forth below, provide labor and material to repair any leak in the GenFlex Roofing System ("System") caused by deterioration in the GenFlex brand materials due to normal weathering or any manufacturing or workmanship defect in the System within the scope of this warranty during the period specified above.

## TERMS, CONDITIONS, AND LIMITATIONS

**Products Covered.** The System shall mean only the GenFlex brand roofing membranes, GenFlex brand roofing insulations, and other GenFlex brand roofing accessories when installed in accordance with GenFlex technical specifications by a GenFlex-licensed applicator. Any materials not manufactured or supplied by Amrize are not covered under this warranty.
**Notice.** In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to Amrize Warranty Services ("Warranty Services") within thirty (30) days of any occurrence of a leak. By so notifying Amrize, the Owner authorizes Amrize 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 the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. The Owner is responsible for completing repairs not covered by this Limited Warranty to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the un-expired portion of its term. Failure by the 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.
**No Dollar Limit (NDL).** If upon investigation, Amrize 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 Amrize's total liability shall be limited to the repair of the leak. There is no dollar limit placed on warranted leak repairs to the extent such repairs are covered by this Limited Warranty.
**Exclusions.** Amrize 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: Winds of peak gust speed at or in excess of 55 MPH calculated at ten (10) meters above ground using available meteorological data (all associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements); Roof traffic or Storage of materials or equipment on the roof not specifically accepted in writing by Amrize; 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; or, Failure to give proper notice as set forth in paragraph above.
**Transfer.** This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Amrize.
**Alteration.** Owner shall obtain Amrize's written approval before making any alterations to the roof system or installing any structures, fixtures, or utilities on or through the roof. This includes modifications of the GenFlex roof system to serve as a support platform for Photovoltaic (PV) Arrays (aka – Solar Panels), Garden Roofs, Decks, Patios, and areas intended for public access. Roof modification approval typically requires owner sponsored enhancement of the roof system to meet additional performance requirements to ensure service life following the proposed modification. Amrize is the sole judge of whether or not enhancements to the roof system are required. Failure to obtain Amrize approval for a roof modification will result in invalidation of this warranty.
**Hail.** As a special term of this Limited Warranty, Amrize will repair any leaks caused by Hail up to X.X″ in diameter as reported by the National Climatic Data Center. Amrize shall not be liable for variations in surface appearance or imperfections that do not impair the System's ability to resist leaks. Owner must perform maintenance following a hailstorm. Please see the GenFlex Maintenance Guide in the Building Owner's Toolbox on www.GenFlex.com for additional information.

**Amrize Building Envelope LLC**
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.**

SAMPLE