LIFETIME RESIDENTIAL MEMBRANE LIMITED WARRANTY

Amrize Building Envelope LLC, an Indiana limited liability company ("Amrize"), warrants to the Homeowner named below that Amrize will, subject to the Terms, Conditions, and Limitations set forth herein, provide roofing membrane material sufficient to replace any area of the GenFlex branded roofing membrane purchased for this project and installed at the residence shown below that leaks as a result of a manufacturing defect.

TERMS, CONDITIONS, AND LIMITATIONS

A. **What is covered by this Limited Warranty?** This Limited Warranty covers your GenFlex branded roofing membrane when installed for its intended purpose in normal climatic conditions in accordance with GenFlex's written instructions and technical specifications on a freestanding single-family dwelling occupied by Homeowner ("Membrane"). Amrize's obligations under this Limited Warranty shall immediately terminate if the residence is no longer used as a single-family dwelling, or if Homeowner no longer resides therein.

B. **What is not covered by this Limited Warranty?** This warranty does not cover: (a) Other materials used in the installation of the Membrane, including but not limited to adhesives, flashings, or sealants, or installation workmanship even if installed by a licensed GenFlex applicator; (b) Damage to the Membrane caused by natural forces, disasters, or acts of God including, but not limited to wind, fires, hurricanes, tornadoes, wind-blown debris, hail, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (c) Changes to the appearance of the Membrane, including but not limited to fading, stains, discoloration, or minor defects that do not affect the Membrane's ability to resist leaks; (d) Damage to the Membrane or surrounding materials caused by vandalism, negligence, accidents, structure settlement, substrate failure, or lack of positive drainage; (e) Damage caused by the failure of Homeowner to use reasonable care in maintaining the Membrane; and (f) Damage caused by repairs, removals, additions, or alterations to the Membrane not in accordance with GenFlex's technical specifications.

C. **How to obtain this Limited Warranty:** To obtain this Limited Warranty, Homeowner must register the completed project using the registration form under the Warranty tab at www.genflex.com within thirty (30) days of the Date of Completion.

D. **Warranty Term and Non-Assignability:** Warranty coverage commences on the Date of Completion and continues for as long as Homeowner is a natural person who owns and resides in the residence on which the Membrane is installed provided that this Limited Warranty is registered as set forth in Section C. This Limited Warranty is not transferable or assignable in any manner and Amrize precludes Homeowner from claiming, representing, or implying that this Limited Warranty extends to or is available to anyone other than the Homeowner named herein.

E. **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.

F. **How to submit a warranty claim:** In the event of a leak through the Membrane: (a) Homeowner must notify Amrize Warranty Services in writing at 26 Century Blvd, Suite 205, Nashville, TN 37214 within thirty (30) days of the occurrence of the leak and include a copy of the original Membrane proof of purchase 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 Amrize determines that the leak is not excluded under the Terms, Conditions, and Limitations set forth herein and the leak is a result of a manufacturing defect, Homeowner's sole and exclusive remedy and Amrize's total liability shall be limited to providing Homeowner with roofing membrane material sufficient to repair or replace the affected area. Amrize shall not be liable for any labor costs or other costs associated with the repair, replacement, disposal, or re-installation of the Membrane. (c) Should Amrize determine that the leak is excluded under the Terms, Conditions, and Limitations set forth herein, Amrize will advise Homeowner of the type and/or extent of repairs required to be made at Homeowner's expense that will permit this Limited Warranty to remain in effect. Failure by Homeowner to make these repairs in a reasonable manner and within sixty (60) days shall render this Limited Warranty null and void.

G. **Disputes:** Any dispute, controversy or claim between Homeowner and Amrize concerning this Limited Warranty or relating to any material supplied by or specifically required by Amrize, shall be submitted to mediation in Davidson County, Tennessee. In the event that Homeowner and Amrize do not resolve the dispute, controversy or claim in mediation, Homeowner and Amrize 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. Homeowner hereby releases Amrize from all liability to Homeowner's insurance carrier or to anyone claiming under or through Homeowner by reason of subrogation or otherwise.

H. **REMEDIES AND LIMITATIONS:** AMRIZE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT IT HAS NOT FURNISHED. 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. 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 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 AMRIZE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND AMRIZE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

SAMPLE

HOMEOWNER INFORMATION

Name:
Address:
City:
State: **Zip:**

PROJECT INFORMATION

Membrane Type:
System Type:
Size of Roof (in square feet):
Installer (if other than Homeowner):
Date of Completion: