

## ROOF MEMBRANE GUARANTEE



Guarantee No.:

Guarantee Date:

WHEREAS, SIPLAST, INC., Highway 67 South, Arkadelphia, Arkansas has sold materials which have been used in applying a Roof Membrane to a building, owned and described as follows:

**OWNER:**

**ADDRESS OF OWNER:**

**JOB NAME & AREA:**

**ADDRESS OF BUILDING:**

**USE OF BUILDING:**

NOW, THEREFORE, SIPLAST, INC., HEREBY GUARANTEES TO THE ABOVE OWNER: (Subject to the following terms and conditions), that said Roof Membrane shall remain in a watertight condition for a term of twenty (20) years, commencing with the date hereof; or SIPLAST, INC. shall repair the Roof Membrane at its own expense.

This Guarantee shall be subject to the following additional terms and conditions.

A. SIPLAST, INC., shall be liable under this Guarantee only if:

1. The Roof Membrane is installed according to SIPLAST, INC. specifications;
2. The installation is by a roofing contractor approved in advance by SIPLAST, INC.;
3. The use of SIPLAST, INC. materials has been approved in advance by SIPLAST, INC.;

**B. NOTICE OF CLAIM**

Any claim hereunder shall be deemed waived unless the owner shall have given SIPLAST, INC. written notice thereof within thirty (30) days after a leak is discovered or should by reasonable diligence have been discovered.

**C. EXCLUSIONS FROM COVERAGE**

This Guarantee does not cover leaks which result from either occurrences beyond the control of SIPLAST, INC. or mistreatment both of which include but are not limited to the following:

**ROOF MEMBRANE:**

**ROOF DECK:**

**ROOF INSULATION:**

**ROOF AREA:**

Squares

**ROOFING CONTRACTOR:**

**COMPLETION DATE:**

1. Damage to the Roof Membrane caused by lightning, windstorm, hail, earthquake, tornado, hurricane, or similar unusual occurrences.
2. Damage to the Roof Membrane caused by any deliberate or negligent act in maintaining the roof.
3. Damage to the Roof Membrane caused by unauthorized repairs, or subsequent work on or through the roof done without prior written approval by SIPLAST, INC. of the methods and materials to be used.
4. Damage to the Roof Membrane caused by structural defects or failure of any substrate component, i.e. materials used as insulation or vapor retarder, including defects in application of the substrate components.
5. Damage to the Roof Membrane caused by falling objects.
6. Damage to the Roof Membrane caused by movement of metal work used in conjunction with the Roof Membrane.
7. Damage to the Roof Membrane caused by installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, framework for signs, water tower or other installation on the roof after the installation of the Roof Membrane without a prior written approval by SIPLAST, INC. of the methods and materials to be used.
8. Damage to the Roof Membrane resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.
9. Damage to the Roof Membrane caused by a change in use of the building without prior written approval of SIPLAST, INC.
10. Damage to the Roof Membrane caused by ponding of water or other conditions resulting from improper drainage.

**D. LIMITATION OF LIABILITY**

SIPLAST, INC. shall be liable only for the cost of repair of such existing Roof Membrane or installation of a replacement Roof Membrane by a SIPLAST, INC. approved roofing contractor. SIPLAST, INC., shall not be liable for damages to other components of the roof or the building or the contents or for consequential damages. The expense of removing and replacing traffic surfaces or other coverings placed over the roof shall be borne by the Owner.

It shall be a condition to the liability of SIPLAST, INC. hereunder that SIPLAST, INC. have access to the roof during business hours throughout the term of the Guarantee. This Guarantee shall be subject to all costs of installation being paid, including those of the roofing contractor.

**THIS GUARANTEE SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

**SIPLAST, INC.**

By: \_\_\_\_\_  
**James N. Mollenhoff, President**

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