siplast ROOF SYSTEM GUARANTEE

Guarantee No.:
Guarantee Date:

SIPLAST, INC. has sold materials which have been used in applying a Roof System (comprised solely of the **Siplast Inc.** Roof Membrane, **Siplast Inc.** Roof Insulation designated as ZIC, Insulperm®, NVS®, Insulcel®, or Zonocel® and Zono-tite®, Insulcel®-RT or NVS® fasteners) to a building owned and described as follows:

OWNER:
ADDRESS OF OWNER:

ROOF MEMBRANE:
ROOF DECK:
ROOF INSULATION:
ROOF AREA: Squares

JOB NAME & AREA:
ADDRESS OF BUILDING:
USE OF BUILDING:

ROOFING CONTRACTOR:
INSULATION APPLICATOR:
COMPLETION DATE:

SIPLAST, INC. HEREBY GUARANTEES TO THE ABOVE OWNER, subject to the terms, conditions and limitations stated herein, that the Roof System (comprised solely of the **SIPLAST, INC.**, Roof Membrane, **SIPLAST, INC.** Roof Insulation, Zono-tite or NVS fasteners) at the above building will remain in a watertight condition for a period of twenty (20) years, commencing with the date hereof; or **SIPLAST, INC.** will repair the Roof System at its own expense.

A. ROOF INSULATION PERFORMANCE

1. The actual resistance to heat flow through the Roof Insulation will be at least 80% of design thermal resistance, provided that the Roof Membrane is maintained free of leaks.
2. Should a roof leak occur, the insulating performance of the Roof Insulation will be equal to that described in Paragraph 1 of this Section A within a two (2) year period following repair of the leak.
3. The Roof Insulation will remain in a reroofable condition should the Roof Membrane require replacement. Damage to the Roof Insulation caused by fastener pullout during removal of the old membrane is excluded.
4. The Roof Insulation will not cause structural damage to the building as a result of its expansion from thermal or chemical action.

If said Roof Insulation fails to perform as guaranteed above, **SIPLAST, INC.** shall, at its own expense, make or cause to be made repairs or modifications to said Roof Insulation as **SIPLAST, INC.** deems appropriate so as to enable said Roof Insulation to perform as guaranteed herein.

B. TERMS AND CONDITIONS

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

1. **SIPLAST, INC.** shall be liable under this Guarantee only if:
   a. The Roof Membrane is installed according to **SIPLAST, INC.** specifications;
   b. The Roof Insulation is installed according to **SIPLAST, INC.** specifications;
   c. The installation of the Roof Membrane is by a roofing contractor approved in advance by **SIPLAST, INC.**;
   d. The installation of the Roof Insulation is by an applicator approved in advance by **SIPLAST, INC.**;
   e. The use of **SIPLAST, INC.** materials has been approved in advance by **SIPLAST, INC.**.
2. No claim may be made under this Guarantee in respect to thermal performance as described in Paragraph 1 of Section A above unless based on tests carried out at Owner's expense by a qualified laboratory using tests and procedures satisfactory to **SIPLAST, INC.**. **SIPLAST, INC.** reserves the right to perform thermal testing of the Roof Insulation, to be carried out at the discretion of **SIPLAST, INC.** and at **SIPLAST, INC.**'s expense.
3. This agreement is assignable subject to the following conditions:
   a. **SIPLAST, INC.** is given not less than thirty (30) days written notice prior to transfer and the intended building use is stated.
   b. An inspection of the Roof System is made by **SIPLAST, INC.**.
   c. Any repairs to the Roof System that may be deemed necessary by **SIPLAST, INC.** are made at the Owner's expense.
   d. The inspection and processing fee is paid to **SIPLAST, INC.**
4. In no event shall any agreement varying or extending this agreement be binding upon either party unless it is in writing specifically referring to this document, signed by a duly authorized representative of both parties.

C. 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.

D. EXCLUSIONS FROM COVERAGE

This Guarantee does not cover leaks or failure of the Roof System to perform as guaranteed herein resulting from occurrences beyond the control of **SIPLAST, INC.** including but not limited to:

1. Damage to the Roof System caused by lightning, windstorm, hail, earthquake, tornado, hurricane, flood, malicious mischief, vandalism, chemical or organic deposits or other unusual occurrences.
2. Damage to the Roof System caused by (i) abuse or abnormal use of the roof or (ii) any deliberate or negligent act in maintaining the roof.
3. Damage to the Roof System caused by unauthorized repairs, alterations or modifications, 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 System caused by structural defects or failures (including, but not limited to, settling or shifting of the building, and cracking or movement of girders, beams, partitions or foundations) or defects or failure of any substrate component, including defects in application of any substrate component.
5. Damage to the Roof System caused by falling objects.
6. Damage to the Roof System caused by movement of metal work used in conjunction with the Roof System.
7. Damage to the Roof System 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 System without a prior written approval by **SIPLAST, INC.** of the methods and materials to be used.
8. Damage to the Roof System 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 System 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.

E. LIMITATION OF LIABILITY

SIPLAST, INC. shall be liable only for the cost of repair of such existing Roof System by a **SIPLAST, INC.** approved contractor and will not be liable for damages to other components of the roof assembly or the building or the contents or for consequential damages. The expense of removing and replacing traffic surfaces built 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 will be subject to all costs of installation being paid, including those of the roofing contractor and insulation applicator.

THIS GUARANTEE, AND THE STATEMENTS, OBLIGATIONS AND REPRESENTATIONS HEREIN CONTAINED, SHALL BE IN LIEU OF ANY AND ALL OTHER GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED GUARANTEE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SIPLAST, INC., SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE BUILDING OR CONTENTS THEREOF, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PENAL DAMAGES. SIPLAST, INC. AGENTS HAVE NO AUTHORITY TO GIVE GUARANTEES BEYOND THOSE PROVIDED IN THIS GUARANTEE.

SIPLAST, INC.

By:_____
James N. Mollenhoff, President

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