



SIPLAST ROOF INSULATION SYSTEMS
SAMPLE
20 YEAR PERFORMANCE WARRANTY
FOR ZIC, INSULCEL®, NVS®, AND ZONOCEL™

NAME OF BUILDING:
BUILDING ADDRESS:

GUARANTEE NO.:

GUARANTEE DATE:

NAME OF OWNER:
OWNER ADDRESS:

INSULATION: ☐ **ZIC** ☐ **INSULCEL®** ☐ **NVS®** ☐ **ZONOCEL®**

DATE OF COMPLETION:

APPROXIMATE ROOF AREA:

In consideration of Siplast's obligations and promises hereinafter set forth, Siplast, Inc., an Arkansas corporation, having a place of business at 14911 Quorum Drive, Suite 600 Dallas, Texas ("Siplast") warrants to the Owner identified above for a period of twenty (20) years from the date of completion that the Siplast Roof Insulation System described above will perform as described herein. If said roof insulation fails to perform as warranted, Siplast shall make or cause to be made repairs or modifications, limited to the amount of the original cost of labor and materials for the installation of the Siplast Roof Insulation System, to said roof insulation as Siplast deems appropriate so as to enable said roof insulation to perform as warranted herein.

A. Obligations of Siplast

Siplast warrants to the Owner that for a period of twenty (20) years from the date of completion of the Siplast Roof Insulation ("Roof Insulation") system described above that:

1. The actual resistance to heat flow through the roof insulation will be at least 80% of design thermal resistance, provided that the roofing membrane is maintained free of leaks.
2. The roof insulation will remain in a reroofable condition should the roof membrane require replacement. Any replacement membrane must be a type approved by Siplast for use with the roof insulation. Damage to the roof insulation caused by fastener pullout during removal of the old membrane or from roof membrane leaks is excluded.
3. The roof insulation will remain in place even if the roof membrane sustains wind damage.
4. The insulating materials in the roof insulation shall not cause leaks in the properly vented roof membrane system a result of vapor pressure build-up beneath the membrane. Proper venting includes pressure relief vents through the roof membrane and appropriate provisions for pressure relief at roof penetrations and perimeter areas.
5. The insulating materials in the roof insulation shall not cause structural damage to the building as a result of their expansion from thermal or chemical action. If said roof insulation fails to perform as warranted above, Siplast shall, at its own expense, make or cause to be made repairs or modifications to said roof insulation as Siplast deems appropriate so as to enable said roof insulation to perform as warranted herein.

B. Exclusions

Siplast and Owner understand that Siplast shall not be responsible for failure of said roof insulation to perform as warranted herein resulting from or arising out of any one or combination of the following causes:

1. Natural or man-made disasters, including, but not limited to windstorms (defined as winds in excess of 63 mph), hail, floods, hurricanes, lightning, tornadoes, earthquakes, vandalism or malicious mischief.
2. Structural failures including, but not limited to settling or shifting of the building, and cracking or movement of girders, beams, partitions or foundations.
3. Leaks or blistering of the roof membrane caused by lack of improper venting of the Roof Insulation through the roof membrane system.
4. Changes in the usage of the building, unless approved by Siplast in writing in advance of any such change.
5. Repairs, alterations or modifications to said roof insulation after the date of completion unless performed in a manner specifically authorized and approved by Siplast in writing.
6. Abuse, neglect or abnormal use of the roof or roof insulation.

C. Conditions

Siplast and Owner agree that the obligations of Siplast as set forth above shall be subject to the following conditions:

1. No claim may be made under this warranty in respect to thermal performance as described in Paragraph 1 above unless based on tests carried out at Owner's expense by a qualified laboratory using tests and procedures satisfactory to Siplast. Siplast reserves the right to perform thermal testing of the roof insulation, to be carried out at the discretion of Siplast and at Siplast's expense.
2. Siplast's approval for the issuance of this warranty in connection with the Siplast Roof Insulation System installation shall have been given prior to the date of the bidding by the Contractor.
3. Siplast shall have the right to inspect the roof and roof insulation system at any reasonable time and upon reasonable advance notice during the life of this warranty.
4. Written notice must be given to Siplast within thirty (30) days from the date of discovery of the need for any repair (or thirty [30] days from the date such need should reasonably have been discovered).

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.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW: THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of Siplast, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In NO event shall Siplast be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth. The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this WARRANTY shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This WARRANTY shall be governed by the laws of the State of New Jersey without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

Siplast, Inc.

By: SAMPLE

Kirk Goodrum, Vice President and General Manager

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