

SIPLAST MATERIALS AND LABOR
WARRANTY
SAMPLE



Warranty Date:Expiration Date:Warranty No.:

SIPLAST, INC., with offices located at 14911 Quorum Drive, Dallas, Texas ("SIPLAST"), has sold SIPLAST Materials which have been used for roofing purposes at a building owned and described as follows.

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

SIPLAST MATERIAL AMOUNT:ROLLS:ROLLS:ROLLS:PAIS:PAIS:ROOF AREA: Squares

USE OF BUILDING:COMPLETION DATE:

SIPLAST HEREBY GUARANTEES TO OWNER, subject to the terms, limitations, and conditions stated herein, that during a period of ten (10) years, from the date of completion, SIPLAST will replace any Materials sold by SIPLAST (the "Products"), and pay for the cost of labor to install any replacement Products (subject to the cost limitations set forth below) as necessary to correct any roof leak(s) which are caused by a manufacturing defect in the Products for the limited warranty period noted above so long as the Products are installed in accordance with SIPLAST's published specifications. SIPLAST's maximum liability will be limited to the Owner's original cost of said Products only. The extent of replacement Products required will be at the sole discretion of SIPLAST. The remedy under this limited warranty is available only for that portion of the Products actually exhibiting manufacturing defects at the time of settlement. The replacement Products, as well as any remaining Products, will be warranted only for the remainder of the original warranty period. Repair or replacement of the roof deck or materials other than the Products is not included.

This Warranty will be subject to the following additional terms, conditions and limitations:

- A. NOTICE OF CLAIM

Any claim hereunder will be deemed waived unless Owner provides SIPLAST with written notice thereof within thirty days after a leak is discovered. Photographs and/or samples of the Products may be required upon request for testing.
- B. EXCLUSIONS FROM COVERAGE

This Limited Warranty does not cover leaks or damage which result from the following occurrences (or any other occurrences beyond the control of SIPLAST):

1. Defective workmanship in application of the Products;

2. Any materials used in conjunction with the Products not supplied by SIPLAST;

3. Lightning, windstorm, hail, earthquake, tornado, hurricane, flood, malicious mischief, vandalism, or other unusual occurrences;

4. Any deliberate or negligent act in maintaining the roof or abuse or abnormal use of the roof;

5. Improper repairs or subsequent work on or through the roof;

6. Improper use of the Products due to defects in design;

7. Falling objects;

8. Movement of metal work used in conjunction with the Products;

9. 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;

10. Traffic across the roof surface or from its use as a storage area, recreational surface or for any other similar purposes;

11. Damage to the Products caused by chemical or organic deposits including, but not limited to, exposure to grease and oil.

12. Movement, cracking or other failure of the roof deck, insulation or other substrate components; and,

13. Water infiltration or condensation of moisture through the walls, copings, building structure, or surrounding materials.

14. A change in the building's use.

15. Installation of the Products over cold storage or freezer buildings or buildings with high humidity conditions.

16. Any change in the color of the Products, including, but not limited to, fading.

17. Conditions that prevent positive drainage or areas of roof exposed to ponding water.

18. Any condition that is not in strict accordance with SIPLAST published application guidelines.
- C. LIMITATION OF LIABILITY

No representative, employee, or agent of SIPLAST, or any other person, has the authority to assume any additional or other liability or responsibility for SIPLAST unless it is in writing and signed by an authorized SIPLAST representative. SIPLAST will be liable only for the cost of replacement of such existing Materials, subject to the terms, conditions and limitations set forth herein, by a SIPLAST approved roofing contractor. The expense of removing and replacing traffic surfaces built over the roof will be borne by the Owner.

Owner hereby acknowledges and agrees that, in the event Owner files a Notice of Claim which requires an inspection by SIPLAST personnel and such Claim is not covered by this Roof Materials Warranty, Owner shall reimburse SIPLAST for any and all expenses incurred by SIPLAST in connection with such inspection. It will be a condition to the liability of SIPLAST hereunder that SIPLAST have access to the roof during business hours throughout the term of this Warranty. This Warranty will be subject to all Material costs being paid.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER 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 of individual damages of any kind, including, but not limited to, interior or exterior damages and/or mold growth. This limited warranty is NOT TRANSFERABLE OR ASSIGNABLE by contract or by operation of law, either directly or indirectly. NOTE: Some states do not allow limitations on transferability, or the exclusion of incidental or consequential damages. This limited warranty provides specific legal rights, including other rights which vary from state to state.

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 unless SIPLAST, at its sole option, elects to waive said requirement. In the event that mediation is unsuccessful or is waived by SIPLAST, 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. Each party irrevocably consents to the jurisdiction of the above identified courts.

SIPLAST, INC.

By: **SAMPLE**
Kirk Goodrum, Vice President and General Manager

Rev. 06/2023