

SIPLAST ROOF MEMBRANE GUARANTEE
SAMPLE



Guarantee Date:

Expiration Date:

Guarantee No.:

WHEREAS, SIPLAST, INC., (SIPLAST) Highway 67 South, Arkadelphia, Arkansas has sold materials which have been installed on the building owned and described below, hereinafter the "Roof Membrane".

OWNER:

SIPLAST MEMBRANE:

ADDRESS OF OWNER:

ROOF DECK:

ROOF INSULATION:

JOB NAME & AREA:

ROOF AREA: Squares

ADDRESS OF BUILDING:

ROOFING CONTRACTOR:

USE OF BUILDING:

COMPLETION DATE:

NOW, THEREFORE, SIPLAST, HEREBY GUARANTEES TO THE ABOVE OWNER: Subject to the following terms and conditions, that SIPLAST shall repair leaks through the Roof Membrane (as defined above) caused by defects in manufacturing, ordinary wear and tear, and workmanship in applying the Roof Membrane, for a term of ten (10) years, ending on the expiration date indicated above. This Guarantee is an unlimited type without proration or deductibles on dollar coverage amount for remedying leak causes as generally defined above. This Guarantee shall be subject to the following additional terms and conditions:

A. SIPLAST, SHALL BE LIABLE UNDER THIS GUARANTEE ONLY IF:

- 1. The Roof Membrane is installed according to SIPLAST specifications;
- 2. The installation is by a roofing contractor approved in advance by SIPLAST;
- 3. The use of SIPLAST materials has been approved in advance by SIPLAST.
- 4. All costs of installation have been paid, including those of the installing contractor.

B. OWNER OBLIGATIONS

- 1. **Leak Complaints & Claims.** Leak complaints must be formally registered by the Owner directly to Siplast. Contact can be made by calling 1-800-922-8800 or through the Siplast website: www.siplast.com. Any claim hereunder shall be deemed waived unless the owner notifies SIPLAST within thirty (30) days after a leak is discovered or should by reasonable diligence have been discovered. Repairs necessitated by conditions not covered by the Guarantee are the direct responsibility of the Owner.
- 2. **Temporary Emergency Repairs.** The Owner is permitted to effect temporary repairs in the event of a roof leak as appropriate to protect the building and its contents and to protect the integrity of the Roof Membrane. Such repairs must be limited to the immediate area causing the leak using materials compatible with the Roof Membrane. Permanent repairs must be completed by a SIPLAST Select Contractor authorized by SIPLAST in advance.
- 3. **Maintenance Items.** Owner required maintenance consists of periodic inspection and replacement as needed of sealants at Roof Membrane terminations such as pitch pans, counter-flashings, termination bars, and penetration flashings or similar conditions not covered by this Guarantee.
- 4. **Guarantee Transferability.** This Guarantee is NOT TRANSFERABLE OR ASSIGNABLE by contract or operation of law, either directly or indirectly.

- 5. **Traffic Surfaces/Overburden.** The expense of removing and replacing traffic surfaces or other overburden systems built over the roof which are necessary to inspect or repair the Roof Membrane shall be borne by the Owner.

C. EXCLUSIONS FROM COVERAGE

The Guarantee offers a remedy for roof leaks only and does not cover conditions other than leaks, such as non-leaking blisters or cosmetic surface issues. Leaks resulting from any of the following are also not covered by the Guarantee:

- 1. Loss of adhesion or failure of any existing roofing materials and/or underlying substrate over which the Roof Membrane was applied.
- 2. Lightning, winds in excess of 63 mph, hail, falling objects, earthquakes, tornadoes, or similar unusual weather occurrences.
- 3. Any deliberate or negligent act in maintaining the roof.
- 4. Unauthorized repairs or subsequent work on or through the Roof Membrane without prior written approval by SIPLAST of the methods and materials to be used.
- 5. Structural defects or failure of any substrate component, i.e., non-Siplast materials used as nailers, insulation or vapor retarder, including defects in design or application of the substrate components.
- 6. Movement of metal work used in conjunction with the Roof Membrane.
- 7. Roof modifications, including but not limited to Installation of a sprinkler system or air conditioning equipment, radio or television antenna, framework for signs or photovoltaic arrays, water tower or other installation on the Roof Membrane after the without prior written approval by SIPLAST of the methods and materials to be used.

- 8. Excessive traffic across the roof surface or from its use as a storage area or recreational surface, or platform for mechanical equipment of any type, or for any other similar purposes.
- 9. A change in use of the building without prior written approval of SIPLAST.
- 10. Chemical attack or exposure to other compounds demonstrated to be deleterious to the composition of the Roof Membrane.
- 11. Moisture entering the Roof Membrane through the building interior, adjoining curbs, walls and wall copings, roof membrane terminations, roof penetrations or other adjoining building components which are not waterproofed and detailed using approved SIPLAST materials, specifications and recommendations.
- 12. Moisture condensation resulting from building or roof system design flaws, or similar conditions beyond the control of Siplast.
- 13. Conditions caused by ponding water or improper drainage.
- 14. Use of materials which are incompatible with the Roof Membrane.
- 15. Sustained exposure to high temperatures that exceeds normal exposure to regional ambient conditions.
- 16. Mold growth, or accumulation of other organic matter or vegetation.

D. SOLE AND EXCLUSIVE REMEDY

SIPLAST shall be liable only for the cost to repair or replace the Roof Membrane necessitated by conditions which fall within the scope of coverage provided by the Guarantee. The scope of repair or replacement shall be determined by SIPLAST. It shall be a condition to the liability of SIPLAST hereunder that SIPLAST have access to the roof area (including all scaffolding, staging and rigging as may be required by SIPLAST for such access and to be provided by the Owner) during business hours throughout the term of the Guarantee.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW: THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES 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 guarantee 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. This guarantee 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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