

WEATHERBOND ROOFING EXTENDED WARRANTY

WEW-1

WeatherBond Roofing Systems (WeatherBond), warrants to the Building Owner (**Owner**) of the building described below, that subject to the terms, conditions, and limitations stated in this warranty, WeatherBond will repair any leak in the WeatherBond Roofing Membrane caused by deterioration of the membrane due to normal weathering or any manufacturing defect in the membrane for a period of () years commencing with the date of substantial completion of the WeatherBond Roofing System. See below for exact date of warranty expiration. WeatherBond's total financial obligation over the life of this warranty shall not exceed the Owner's original cost of WeatherBond materials for the WeatherBond Roofing System.

This warranty refers to the WeatherBond brand membrane material only. Flashings, adhesives and any other accessories contained in a membrane system are not covered by this or any other warranty, express or implied.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide WeatherBond with written notice to the address printed below within thirty (30) days of the discovery of any leaks in the Roofing Membrane as well as three (3) 12-inch by 12-inch samples of the roofing membrane. Two (2) of the samples should be from the suspected leak area and one (1) from another area. By so notifying WeatherBond, the Owner authorizes WeatherBond to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this warranty, investigation and repair costs for this service shall be paid by the Owner. Failure by the Owner to pay the investigation costs will render this "WeatherBond Roofing Extended Warranty" null and void.

2. If, upon inspection, WeatherBond determines that the leak is caused by defects in the WeatherBond Roofing Membrane material, Owner's remedies and WeatherBond's liability shall be limited to WeatherBond's repair of the leak.

3. This Warranty shall not be applicable if WeatherBond determines that any of the following has occurred:

(a) The WeatherBond Roofing Membrane is damaged by natural disasters, including, but not limited to, lightning, insects, winds in excess of 40 mph measured at roof level, earthquakes, fire, tornado, and hail; or

(b) The WeatherBond Roofing Membrane is damaged by any acts of negligence, accidents, or misuse, including but not limited to, excessive traffic, recreational activities, storage of materials on the roof, vandalism, or civil disobedience; or

(c) The WeatherBond Roofing Membrane is damaged by infiltration of moisture in, through, or around walls, skylights, vents, copings, HVAC units, building structures, or underlying or surrounding areas; or

(d) The WeatherBond Roofing Membrane is damaged by the building structure failing to have adequate strength to support all live and dead loads, including water and snow loads, or by any other structural defects or failures; or

(e) The WeatherBond Roofing Membrane is damaged by settlement, distortion, cracking, movement or failure of the roof substrate, coping, walls, structural members or components adjacent to the roof or foundation of said building; or

(f) The WeatherBond Roofing Membrane is damaged as a result of attack by roof top contaminants such as solvents, petroleum, oil products, acids, or other harmful chemicals.

4. This Warranty shall be null and void if WeatherBond determines that any of the following has occurred:

(a) If, after installation of the WeatherBond Roofing Membrane by a WeatherBond Recognized Roofing Contractor, there are any alterations, test cuts, or repairs made on or through the roof, or objects such as, but not limited to, structures, fixtures, or utilities are placed upon or attached to the roof without first obtaining written authorization from WeatherBond, or

(b) Failure by the Owner to follow the WeatherBond care and maintenance instructions, including, but not limited to, periodic cleaning of drains and removal of harmful debris from the roof, or

(c) Owner fails to comply with every term and/or condition stated herein, or

(d) The WeatherBond Roofing Membrane is not installed according to WeatherBond's current specification at the time of installation.

5. During the term of this Warranty, WeatherBond shall have free access to the roof during regular business hours.

6. WeatherBond shall have no obligation under this Warranty while any bills for installation, supplies, services, and warranty charges have not been paid in full to the WeatherBond Recognized Roofing Contractor, WeatherBond, or material suppliers.

7. WeatherBond's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

8. This warranty is not assignable or transferable in any manner by operation of law or otherwise.

9. WeatherBond shall not be responsible for the cleanliness or discoloration of the WeatherBond Roofing System caused by environmental conditions including, but not limited to, dirt pollutants or biological agents.

10. WeatherBond shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

WEATHERBOND DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY WEATHERBOND.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE ROOFING MEMBRANE OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. WEATHERBOND SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

OWNER:
BUILDING:

ROOFER:

DATE INSTALLATION COMPLETED:

WARRANTY EXPIRATION DATE:

ROOF AREA COVERED:

SQ. FT.

WARRANTY NUMBER:

WEATHERBOND

BY _____

WEATHERBOND

P.O. Box 251
Plainfield PA, 17081
Tel 866-471-5125
Fax 717-960-4034