



COMMERCIAL BUILDING TEN YEAR MEMBRANE LIMITED WARRANTY

GenFlex Roofing Systems ("GenFlex"), warrants to the building owner ("Owner") named below, subject to the terms, conditions, and limitations set forth herein, that the roofing membrane described below will not deteriorate to the point of causing leaks through the membrane due to normal weathering during the period specified above. This Membrane Only Warranty applies only to the roofing membrane and does not apply to labor, materials, or construction details.

TERMS, CONDITIONS, AND LIMITATIONS

The Membrane is limited to mean the GenFlex brand membrane when installed in accordance with GenFlex's Technical Specifications.

1. During the term of this warranty, GenFlex or its authorized representative shall have access to the roof for inspection during normal business hours.

2. If there is a failure of the membrane within the scope of this warranty during the period in which this Membrane Only Warranty is in effect, GenFlex will, at its option, either repair the membrane or issue credit against the purchase of a new roofing membrane from GenFlex. Such credit shall be determined by multiplying the current price of a replacement membrane, FOB GenFlex's facility, by a fraction, the numerator of which is the remaining months of this warranty, and the denominator of which is the total number of months this warranty is to be in effect as stated below.

3. Owner shall provide GenFlex with written notice of any leak allegedly due to a failure of the membrane along with a 12" X 12" sample of the leaking membrane within thirty (30) days of the discovery of such leak. Such notice and sample shall be sent by express courier service to GenFlex Roofing Systems, 250 W 96th St., Indianapolis, IN 46260 USA.

4. The remedy stated herein is the **SOLE AND EXCLUSIVE REMEDY** for failure of the roofing membrane described below. **GENFLEX SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO INJURY TO ANY PERSON OR DAMAGES TO THE BUILDING OR ITS CONTENTS INCLUDING ANY DAMAGES RELATING TO THE PRESENCE OF MOLD OR MILDEW.**

5. **THERE ARE NO EXPRESS WARRANTIES EXCEPT AS STATED HEREIN, AND GENFLEX HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. NO REPRESENTATIVE HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED HEREIN.**

6. This warranty shall not be applicable to damage or loss caused in whole or in part by:

- a. natural disasters, including but not limited to lightning, wind gusts in excess of 54 miles per hour, hail, hurricanes, or similar natural disasters;
- b. vandalism, acts of war, or civil disturbances;
- c. alteration of the roof or installation of structures, fixtures or utilities on or through the roof without the prior written approval of GenFlex or GenFlex's authorized representative;
- d. environmental fallout or overexposure to commercial/industrial solvents, acids, caustic fluids, oils, waxes, greases, absorbent clays, bleaches, plasticizers or other harmful chemicals;
- e. failure by the Owner or lessee to use reasonable care in maintaining the roof, including but not limited to the requirements identified on the reverse side of this warranty;
- f. traffic or storage of materials on the roof;
- g. infiltration or condensation of moisture in, through, around or above the walls of the building, or damage caused by lack of positive drainage (ponded water);
- h. acts of parties other than GenFlex;
- i. failure of any materials other than the membrane supplied by GenFlex;
- j. insects or animals;
- k. deterioration or failure of any building component including, but not limited to, the roof substrate, walls or mortar; or; condensation accumulation in the roof assembly due to incorrect design or due to a reduction in the vapor barriers effectiveness;
- l. discoloration or odors caused by algae, fungi, or lichens;
- m. errors or omissions by architects or engineers not retained by GenFlex.

7. GenFlex reserves the right to suspend its obligations under this warranty if all bills for installation of the GenFlex roofing have not been paid in full to the roofing contractor named below and to the material supplier. Notwithstanding the foregoing, the provisions of paragraph 4 and 5 above shall remain in full force and effect.

8. This warranty may be transferred to a subsequent owner of the building; provided that, no such transfer of this warranty as provided herein shall extend the expiration date of this warranty.

9. Any claim or dispute between Owner and GenFlex arising out of this warranty or relating to any material supplied or specifically required by GenFlex shall be governed by the laws of the State of Indiana, USA and resolved by final and binding arbitration in Indianapolis, IN, USA in accordance with the rules of the American Arbitration Association.

OWNER INFORMATION

Owner Name: Building Owner Name
Owner Address: 456 Any Street
Owner City: Indianapolis
Owner State or Province: Indiana
Owner Zip or Postal Code: 12345
Owner Contact Name: John Doe
Owner or Contact Phone: 800-999-9999

INSTALLER INFORMATION

Installer Name: Roofing Contractor Name
Installer Address: 100 Expert Lane
Installer City: Any Town
Installer State or Province: Indiana
Installer Zip or Postal: 12345

PROJECT INFORMATION

Building Name: Your Building Name
Project Address: 123 Any Street
Project State or Province: Indiana
Project Location City: Anytown
Project Zip or Postal Code: 12345

INSTALLATION INFORMATION

Membrane Type: Membrane Type
Membrane Thickness: ## mil
System Type: System Type
Roof Size (in square feet): 1000
Roof Completion Date: MM/DD/YYYY

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GENFLEX ROOFING SYSTEMS MAINTENANCE & CARE REQUIREMENTS - ROOFING

REQUIREMENTS

A. REGULAR MAINTENANCE

1. The roof should be inspected at least twice a year (in the spring and fall) and after any severe storm. Maintenance procedures must be recorded as they are performed along with a log of all access times and people working on the roof.
2. All counterflashing, metal work, equipment curb and supports, pitch pockets, caulking, grease guards, traps, secondary sheets, walkpads, and any other rooftop accessories functioning in conjunction with the membrane roofing system are to be properly maintained at all times. If a secondary (sacrificial) sheet is used to protect an area around a stack or vent, it should be inspected and replaced if deterioration should occur. Walkpads are to be maintained by the building owner and are not covered by the GenFlex warranty.
3. Ponded water (defined as water standing on the roof for more than forty-eight (48) hours) must not be allowed on the roof. Roofs must have slope to drain and all drain areas must remain clean in order to function properly. Remove all debris from the roof since debris on the roof surface may be
4. Materials should not be stored on the roof. The building owner should remove broken bottles, metal, etc.
5. Regular cleaning must be done in areas where potentially harmful contaminants may accumulate, e.g., oil, grease, coolant, acids, solvents. Periodic cleaning of white or colored roof membranes may be necessary to maintain the membrane's reflective properties and aesthetic appearance. Note: Roof damage due to exposure to certain chemicals and/or contaminants is excluded from warranty coverage.
6. If there will be foot traffic for any reason, protective walkways must be installed.

B. SHOULD YOU HAVE A LEAK:

1. Determine the cause of the leak. It may be the result of a clogged drain, broken pipes, loose counterflashing, broken skylights, open grills or vents. Failure to determine the cause may result in a service charge fee.
2. Note conditions resulting in leakage. Heavy or light rain, wind direction, temperature, and time of day that the leak occurs are all important clues to tracing roof leaks. Note whether the leak stops shortly after each rain or continues to drip until the roof is dry. By being prepared with the facts, the diagnosis and repair of the leak can proceed more rapidly.
3. Never use roof cement or petroleum base products.

RECOMMENDATIONS

GenFlex supports and recommends following the guidelines for good roofing practices found in the Manual of Roof Inspection, Maintenance and Emergency Repair for Existing Single-Ply Roofing Systems published by the Single Ply Roofing Institute (SPRI).

COMMERCIAL BUILDING TEN YEAR MEMBRANE LIMITED WARRANTY - CONTINUED

Warranty No.

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