



## LIMITED TEN YEAR MEMBRANE ONLY WARRANTY FOR SINGLE FAMILY RESIDENTIAL STRUCTURES

Subject to the terms, conditions, and limitations set forth herein, GenFlex Roofing Systems ("GenFlex"), warrants to the residential owner named below ("Owner") that for a period of 10 years from the date of installation that the roofing membrane described below will not deteriorate to the point of causing leaks through the membrane due to normal weathering. This Membrane Only Warranty applies only to roofing membrane that has been installed in accordance with GenFlex technical specifications, and does not apply to labor, materials or construction details.

### TERMS, CONDITIONS, AND LIMITATIONS

- During the term of this warranty, GenFlex shall have access to the roof for inspection during normal business hours.
- Owner shall provide GenFlex with written notice of any leak in the roof and of any claim under this warranty within thirty (30) days of the discovery of the defect. Such notice shall be given by certified mail to GenFlex Roofing Systems, 250 W 96th St., Indianapolis, IN 46260 USA. The following items will be needed: (a) a detailed explanation of the problem; (b) proof of purchase; (c) the date that the product was installed; (d) a sample(s) of the allegedly defective material(s). If during GenFlex's investigation of any claim under this warranty reveals that GenFlex is responsible under the terms of this warranty for owner's claim, we will contact you regarding your claim and will then perform any obligation imposed by the terms of this warranty.
- If there is 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. If your roofing product has been installed longer than twelve (12) months, GenFlex will take into account the number of months of use that you have enjoyed up to the date of your claim, and GenFlex will prorate the amount of your credit through the date of your claim to account for the remainder of the warranty period. For Example: if Owner makes a claim in the last month of the 8th year of a ten year Warranty (e.g., the 96th month of the warranty period with 24 months remaining under the 120 month Warranty), GenFlex will credit the Owner 24/120ths (or 20%) of the reasonable cost to repair or replace the roofing product excluding labor costs. There may be certain circumstances where it will be in the Owner's best financial interest for GenFlex to provide replacement roofing product rather than providing the Owner with the credit described above. Therefore, GenFlex reserves the right to provide such replacement roofing product as an alternative remedy in our sole discretion. The maximum prorated value allowed for repair or credit shall not exceed the original membrane purchase price.
- 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 INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO INJURY TO ANY PERSON OR DAMAGE TO THE BUILDING OR THE CONTENTS OF THE BUILDING, OR TO ANY SUCH DAMAGES RELATING TO THE PRESENCE OF MOLD, MILDEW OR ANY OTHER PATHOGENIC MICROBE.

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.

- This warranty shall not be applicable to damage or loss caused in whole or in part by:
  - natural disasters, including but not limited to lightning, wind gusts in excess of 54 mph, hail, hurricanes or similar natural disasters;
  - vandalism or malicious mischief, acts of war, or civil disturbances;
  - alteration of the roof or installation of structures, fixtures or utilities on or through the roof without the prior written approval of GenFlex;
  - environmental fallout or overexposure to commercial/industrial solvents, acids, caustic fluids, oils, waxes, greases, absorbent clays, bleaches, plasticizers or other harmful chemicals;
  - failure of the Owner or lessee to use reasonable care in maintaining the roof;
  - traffic or storage of materials on the roof;
  - 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).
  - acts of parties other than GenFlex;
  - failure of any materials other than the membrane supplied by GenFlex;
  - insects or animals;
  - 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 vapor barrier effectiveness.
  - discoloration or odors caused by algae, fungi, or lichens;
  - errors or omissions by architects or engineers not retained by GenFlex.
- GenFlex reserves the right to suspend its obligation under this warranty if all bills for installation of the GenFlex roofing system have not been paid in full to the roofing contractor named below and to the material suppliers.
- This warranty may not be transferred upon change of ownership of the residents shown below.
- 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 resolved by final and binding arbitration in accordance with the rules of the American Arbitration Association.
- Some states do not allow limitations on how long an implied warranty lasts and /or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Owner. This Warranty gives the Owner specific legal rights, and the Owner may also have other rights which may vary from state to state.

### OWNER INFORMATION

**Owner Name:** Joe Homeowner  
**Owner Address:** 123 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 Residence  
**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):** 350  
**Roof Completion Date:** MM/DD/YYYY

**Warranty No.** #####

# **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).

## **LIMITED TEN YEAR MEMBRANE ONLY WARRANTY FOR SINGLE FAMILY RESIDENTIAL STRUCTURES - CONTINUED**

Warranty No.

#####