# ROOFING WARRANTY- Membrane Works

**Warranty #:**
**Warranty Term: (1) Year Warranty**
**Effective Date:**

**Owner:**
**Property Address:**

**Roof Specification:**
**Flashing Specification:**

## 1.0 WARRANTY COVERAGE

1.1 Subject to the exclusions, conditions and limitations set forth in this Warranty, Roof Systems Limited (hereinafter "Roof Systems") warrants Roof Systems material and workmanship to be free from defects that may affect the product's performance.

1.2 This Warranty does not and will not be effective until the installation is completed, handed over and the contract has been paid in full.

1.3 Roof Systems agrees to provide roofing repairs for the term of this Warranty to correct all roof water *leaks** in Roof Systems roofing systems which may occur from:

1.3.1 Rust and/or corrosion caused by ordinary wear and tear of the elements on Roof Systems sheeting, flashing materials and/or insulation.

1.3.2 Rust and/or corrosion on aluminium products manufactured by Roof Systems.

1.3.3 Defects in sheeting, flashing material and/or insulation supplied by Roof Systems.

1.3.4 Defective workmanship and/or installation by Roof Systems, its agents and/or servants.

**"Roof water leaks" means water passing through the roofing or flashing membrane and into the interior of the building.**

## 2.0 EXCLUSIONS AND LIMITATIONS

2.1 *This Warranty does not cover the following:*

2.1.1 Rust and/or corrosion on steel roof sheeting installed on buildings located within two (2) miles of the coastline and/or within two (2) miles of an industrial area and/or site.

2.1.2 Paint fading or colour changes.

SAMPLE

2.2 *Damage of any kind caused by:*

2.2.1 Natural disasters including but not limited to wind damage above 120 MPH, flood, hurricane, lightning, fire, earthquakes, or any other Acts of God.

2.2.2 Negligence, abuse or neglect including but not limited to vandalism, recreational use, acts of war and disobedience, storage of materials on the roof, impact of foreign objects, exposure to harmful chemicals, gases, toxins or contaminants, or failure to maintain or to provide reasonable repairs consistent with Roof Systems specifications.

2.2.3 Faulty building construction or design including but not limited to the failure of the building to support the roof, structural movement or deflection.

2.2.4 Negligence and/or improper act including but not limited to the use of high pressure washing systems, the installation of roof top appurtenances such as antennas, solar or hot water roofing systems or other items on the roof.

2.2.5 Any other causes beyond the reasonable control of Roof Systems.

2.3 Roof Systems liability is limited to repair, replacement and refinishing.

2.4 Roof Systems shall not be liable for any type of consequential and/or incidental loss and/or special damages of any kind, including any damage to the property, the structure or contents of the building or any persons therein, loss of use, rents or profits, any type of consequential and/or incidental loss and/or special damages.

2.5 Roof Systems assumes no responsibility for work done by any individual or entity other than Roof Systems.

2.6 This Warranty is neither a maintenance agreement nor an insurance policy.

## 3.0 OWNER'S RESPONSIBILITY

3.1 The Owner must comply with Roof Systems care and maintenance recommendations.

3.2 The Owner must schedule and bear the cost ($750.00 + VAT) of quarterly roof inspections and/or service to be carried out by Roof Systems, at which roof inspection and/or service Roof Systems, its agents and/or servants will conduct thorough checks of the roof to ensure that:

3.2.1 The roof is clear of debris and/or anything that may cause rusting and/or corrosion.

3.2.2 The roof has not been tampered with in any way that would void the warranty.

3.3 The Owner acknowledges and accepts that this Warranty will be null and void if any additions, alterations and/or repairs are made to or carried out on the roof by anyone other than Roof Systems without the prior authorization of Roof Systems.

3.4 Roof Systems will provide inspection reports no later than 1 week after roof inspection.

3.5 The Owner undertakes to report any defects that appear after substantial completion and handover within seventy-two (72) hours of the discovery of same. Failure to notify Roof Systems of a leak or other defect within the stated seventy-two (72) hour period may in Roof Systems sole discretion render this warranty null and void. Defects may be reported to Roof Systems via telephone provided that notice is also given in writing within fourteen (14) days.

SAMPLE

3.6 Upon receipt of a report, Roof Systems will schedule a roof inspection and arrange for any repairs, which are covered by this Warranty. Should the investigation reveal the problem to be outside the scope of this Warranty, investigation and repair costs shall be paid by the Owner.

## 4.0 ASSIGNMENT / TRANSFER OF WARRANTY

4.1 This Warranty covers the original Owner named above, and not any tenant, purchaser or successor without prior written notice to, and approval from, Roof Systems. This Warranty may be assigned or transferred to such tenant, purchaser or successor with the consent of Roof Systems, such consent not to be unreasonably withheld, provided the original Owner notifies Roof Systems in writing of any transfer of ownership within thirty (30) days.

## 5.0 NO WAIVER

5.1 Roof Systems failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provisions. This Warranty includes the complete and exclusive agreement between the Owner and Roof Systems and supersedes any and all prior oral or written agreements or representations.

## 6.0 GOVERNING LAW

6.1 This Agreement shall be governed by the laws of the Republic of Trinidad and Tobago.

**BY PURCHASE, ACCEPTANCE AND RECEIPT OF ROOF SYSTEMS PRODUCTS AND THIS WARRANTY, THE ORIGINAL OWNER NAMED ABOVE ACCEPTS THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS CONTAINED IN THIS WARRANTY.**

**Signature (RSL Rep): _____**

**Behalf of: Roof Systems Limited**

**Dated: _____**

**Signature (Client): _____**

**Behalf of: _____**

**Dated: _____**

SAMPLE