

Tradesman LIMITED WARRANTY

Warranty No. _____

Building Name _____

Building Address _____

Building Principal Use _____

Owner's Name _____

Owner's Address _____ Phone _____

Contractor's Name _____ Phone _____

Contractor's Address _____

Job Completion Date _____

TRADESMAN hereby guarantees to owner, subject to the terms, limitations, and conditions stated herein, that during a period of twelve (12) years from the date of job completion, TRADESMAN will replace any Materials (subject to the cost limitations set forth below), sold by TRADESMAN and used in applying the roofing system, necessary to correct any roof leak(s) that develop in the warranted Materials that are caused by material defects or ordinary wear and tear resulting from the elements. TRADESMAN will not be responsible for labor or any other costs to install any replacement materials. TRADESMAN's cost of replacement with respect to the Materials will be limited as follows:

1. Any Materials requiring replacement in the first year of this Warranty will be replaced at TRADESMAN's expense.
2. Any Materials requiring replacement beyond the first year of this warranty will be replaced partially at TRADESMAN's expense at a rate pro rated by 7% per year of use.

This Warranty will be subject to the following additional terms, conditions, and limitations:

A. NOTICE OF CLAIM

Any claim hereunder will be deemed waived unless Owner provides TRADESMAN with written notice thereof within 30 days after a leak is discovered or should by reasonable diligence have been discovered.

B. EXCLUSIONS FROM COVERAGE

This Warranty does not cover leaks that result from the following occurrences (or any other occurrence beyond the control of TRADESMAN):

1. Damage resulting from defective workmanship in application of the Materials.
2. Damage resulting from any materials used in conjunction with the Materials supplied by TRADESMAN.
3. Damage to the Materials caused by lightning, windstorm, hail, earthquake, tornado, hurricane, flood, malicious mischief, vandalism, or other unusual occurrences.
4. Damage to the Materials caused by any deliberate or negligent act in maintaining the roof or abuse or abnormal use of the roof.
5. Damage to the Materials caused by improper repairs or subsequent work on or through the roof.
6. Damage to the Materials caused by improper use of the Materials due to defects in design.
7. Damage to the Materials caused by falling objects.

8. Damage to the Materials caused by movement of metal work used in conjunction with the Materials.
9. Damage to the Materials caused by installation of a sprinkler system, water or air-conditioning equipment, radio or television antenna, framework for signs, water tower or other installation on the roof.
10. Damage to the Materials resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.
11. Damage to the Materials caused by chemical or organic deposits.
12. Damage to the Roof Membrane caused by ponding water or other conditions resulting from improper drainage.

C. LIMITATION OF LIABILITY

TRADESMAN will be liable only for the cost of replacement of such existing Materials, subject to the terms, conditions, and limitations set forth herein. TRADESMAN will not be liable for damages to other components of the roof or the building or the contents thereof or for consequential damages. The expense of removing and replacing traffic surfaces built over the roof will be borne by the Owner.

Owner acknowledges and agrees that, in the event Owner files a Notice of Claim that requires an inspection by TRADESMAN personnel and such Claim is not covered by this Roof Materials Limited Warranty, Owner shall reimburse TRADESMAN for any and all expenses incurred by TRADESMAN in connection with such inspection.

It will be a condition to the liability of TRADESMAN hereunder that TRADESMAN has access to the roof during business hours throughout the term of the Warranty. This Warranty will be subject to all Material costs being paid.

THIS WARRANTY SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS WARRANTY SHALL BE THE EXCLUSIVE REMEDY AGAINST TRADESMAN WITH RESPECT TO THE MATERIALS. TRADESMAN SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PENAL DAMAGES. TRADESMAN AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THIS ROOF MATERIALS LIMITED WARRANTY.

Owner Registration

TO VALIDATE THIS WARRANTY, ALL INFORMATION ON THIS FORM MUST BE COMPLETED AND MAILED WITH A COPY OF THE DISTRIBUTOR'S INVOICE WITHIN 10 DAYS OF JOB COMPLETION TO: TRADESMAN, P.O. BOX 1024, EULESS, TEXAS 76039.

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Tradesman Membrane Products Used

Product	Number of Rolls