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Membrane Material Warranty: # Sample

System Applied:

Number of Square Feet:

Membrane Material Warranty

Name of Building:

Building Owner(s):

Address of Building:

Date of Completion:

Date of Expiration:

Flex Membrane International warrants to the Building Owner (s) of the above named project location, subject to the terms, limitations and conditions set forth below, that the Flex membrane will be free from defects for a period of ____ years, commencing with the date of completion of the installation (excepted as stated below).

THIS WARRANTY IS SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS DESCRIBED BELOW. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. NO REPRESENTATIVE OF FLEX HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN. THIS WARRANTY PERTAINS TO THE FLEX MEMBRANE MATERIAL ONLY.

TERMS, LIMITATIONS, CONDITIONS

- 1) Flex's sole obligation under this warranty shall be to repair or replace the defective membrane material only, not to exceed the original value of the membrane material.
- 2) Flex shall not be liable for damage to the substrate (deck and insulation), the structure itself, contents of the structure, injury to persons or for consequential or incidental damages whether in contract or tort, including negligence.
- 3) This warranty does not cover failure of Flex Roofing Material if in Flex's judgment the failure was caused by:
 - a. Natural disasters including but not limited to lightning, earthquake, hurricane, tornado, flood, hail, and fire.
 - b. Vandalism, negligence, accidents, structure settlement, defect or failure in other material or application of other material not supplied by Flex.
 - c. Metal work or other material not furnished by Flex.
- 4) Flex shall have no liability under this warranty until all bills for installation, supplies and service have been paid in full to the applicator of Flex materials and all material suppliers including Flex.
- 5) Flex, its agents or employees shall have free access to the roof during regular business hours to perform appropriate inspection and repairs authorized by Flex.
- 6) This warranty shall be null and void if any of the following shall occur:
 - a. Claims under the warranty are not made by the Building Owner in thirty (30) days of discovery of any defect in Flex material by registered mail to Flex at the above location.
 - b. Failure of the owner or lessee to use reasonable care in maintaining the roof.
 - c. Additions, alterations or repairs are made to the roof or to any area affecting the roof other than those approved in writing by Flex.
 - d. Failure of Owner to comply with every term and condition stated herein.
- 7) This warranty applies to the building owner named above. It may not be transferred without the written consent of Flex Membrane International.
- 8) This warranty supersedes and is in lieu of any and all other expressed warranties that are in conflict with the terms and conditions stated herein.

DATE:

FLEX MEMBRANE INTERNATIONAL ROOFING SYSTEMS **ROOF MAINTENANCE, CARE REQUIREMENTS & RECOMMENDATIONS**

The Flex Engineered Roofing System that now covers your building is a state-of-the-art roofing system that requires very little attention. You have chosen a roofing system that when properly installed on a well designed and functioning building and when properly maintained, will provide years of service. Flex recommends to the building owner that they take the following actions.

RECOMMENDATIONS

A. *REGULAR MAINTENANCE:*

- (1) The roof should be inspected at least twice yearly (in the Spring and Fall) and after any severe storms. Access to the roof should only be permitted to responsible personnel and a log kept of all times and parties working on the roof. Record maintenance procedures as they occur.
- (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 must be kept properly maintained at all times. Have all drains and rainspouts cleaned on a regular basis provide for proper water runoff.
- (3) Materials should not be stored on the roof, and the building owner should remove broken bottles, metal, etc., and report all damage and vandalism to Flex Membrane International Corp. Do not permit smoking on the roof.
- (4) Regular cleaning and maintenance must be done in areas where contaminants potentially harmful to the roof system may accumulate. Contact the Flex Technical Department on additional preventative maintenance as exposure to certain chemicals could void the warranty.
- (5) The Flex Roofing System is designed to be a waterproofing membrane. Protective walkways must be provided if there is to be regular foot traffic on the roof for maintenance of equipment or any other reason.

B. *IN THE EVENT THAT 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, damages or vandalism). Failure to determine the cause may result in a service charge fee.
- (2) Call the roofing contractor who installed the roof and send written notification to Flex Membrane International Corp. within 30 days of discovery, per the terms of your warranty.
- (3) 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.
- (4) If necessary, make temporary repairs as required.
- (5) Permanent repairs to the roofing system must be made by an approved Flex contractor with Flex products.

NOTE

- A.** It is the Owner's responsibility to provide easy access to the roofing membrane surface by removing or moving rooftop equipment, pavers, severely ponded water, snow or any materials that prevent complete investigation and repair.
- B.** Flex Membrane International Corp. supports and recommends following the guidelines for good roofing practices found in the Single Ply Roofing Institute (SPRI) Manual of Roof Inspection, Maintenance and Emergency Repair for Existing Single-Ply Roofing Systems and National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual.