



Warranty # SAMPLE

Material & Workmanship Warranty

FLEX MEMBRANE INTERNATIONAL, INC. ("Flex") warrants to the Building Owner named below, subject to the terms, limitations, and conditions set forth herein, for a period of _____ years, in which this Materials and Workmanship Warranty is effective, the Flex Roofing Materials installed on the Building Owner's building at the address and location shown below, shall be free from defects in materials supplied by Flex and/or defective workmanship provided by the Flex Authorized Applicator named below.

TERMS, LIMITATIONS, CONDITIONS

- 1) Installation of the Flex Roofing Materials must have been performed by a Flex Authorized Applicator and must have been inspected and approved for warranty by Flex. This warranty issuance will not relieve the Flex Authorized Applicator from performing additional work should final inspection discover any failure to comply with Flex current specifications and details or shortcomings in workmanship. This warranty is effective and valid only after final inspection and acceptance by Flex.
- 2) If, after inspection by Flex, leaks in the Flex Roof System are found by Flex to be the result of defects in Flex materials and/or the workmanship of the below named Flex Authorized Applicator in the installation of Flex's material, Flex will repair any leaks in the roofing system at its expense, but in no event shall Flex's obligation over the life of this warranty exceed the Building Owner's original cost of the installed roof by the below named Flex Authorized Applicator for the building identified below.
- 3) The warranty stated herein is the **SOLE AND EXCLUSIVE REMEDY** for defects in or failure of the materials supplied by Flex and/or defective workmanship provided by the below named Flex Authorized Applicator. Flex shall under no circumstances be liable for damage to the substrate (deck and insulation), the structure itself, contents of the structure, any other property, injury to persons or for any consequential damages or incidental damages or loss of any kind whatsoever, whether in contract or tort, including negligence.
- 4) This warranty does not cover failure of Flex Roofing Material if in Flex's good faith determination, the failure was caused by:
 - a) Natural disasters including, but not limited to, the direct or indirect effect of lightning, gales, earthquakes, floods, hail, fire, hurricanes, tornadoes, or other extraordinary natural occurrences.
 - b) Vandalism, acts of war, mechanical damage or abuse, traffic or storage of material on roof, negligence, accidents, structure settlement, defects or failure in other material or application of other material not supplied by Flex.
 - c) Metal work or other material not furnished by Flex or any workmanship not performed by a Flex Authorized Applicator.
- 5) This warranty does not apply and shall be null and void if any of the following occur:
 - a) Failure of Building Owner to confirm each leak event in writing to Flex, at the below address, within thirty (30) days of discovery of each leak in the Flex Roof System.
 - b) Failure of Building Owner or his lessee to use reasonable care in maintaining the roof, including that of sealants and caulking.
 - c) Additions, alterations, or repairs made on or through the roof or to any area or surrounding area affecting the roof, other than those approved in writing by Flex.
 - d) Failure of Building Owner, named below, to comply with every term, limitation, and condition stated herein.
- 6) During the term of this warranty, Flex, its agents and employees shall have free access to the roof during regular business hours to perform appropriate inspections and repairs authorized by Flex.
- 7) 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.
- 8) The Building Owner shall be responsible for the cost of investigation if any leak is determined not to be covered by this warranty.
- 9) Flex's sole obligation under this warranty shall terminate immediately in the event of a material change in use or a significant change in the use of the building itself.
- 10) This warranty is extended solely and exclusively to the Building Owner, named below, at the time the Flex material is installed. It does not extend nor is it otherwise assignable or transferable to any other party unless approved in advance and in writing by Flex and the costs to process the transfer and to inspect and repair the roof, if necessary, are paid for by the original Building Owner.
- 11) FLEX PROVIDES NO WARRANTY THAT THE FLEX ROOFING SYSTEM IS MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE. THIS AGREEMENT AND THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL WARRANTIES OR AGREEMENTS (WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY). NO REPRESENTATIVE OF FLEX HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

Name & Address of Building _____ SAMPLE _____

Building Owner's Name _____ SAMPLE _____

Building Owner's Address _____ SAMPLE _____

Flex Authorized Applicator _____ SAMPLE _____

Flex Roof System Type _____ Area Warranted (Sq. Ft.) _____

Date Effective From _____ To _____

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. As part of your responsibility to keep this warranty in force and effect, you will be required to take the following actions.

I. REQUIREMENTS

REGULAR MAINTENANCE:

- (1) The roof must 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, Inc.. 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.

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, Inc. 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: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.

II. RECOMMENDATIONS

- (1) Flex Membrane International, Inc. supports and recommends following the guidelines for good roofing practices found in the National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual.