



525 Morley Drive
Saginaw, MI 48601

Warranty No. _____

10-Year Material Only Warranty

I. TERMS and CONDITIONS

Duro-Last Inc., ("Duro-Last"), grants a Limited Warranty to the owner of a building ("Owner") containing a Duro-Last Roofing System ("Duro-Last System") installed by a Duro-Last Authorized Dealer/Contractor ("Contractor"), subject to the conditions and limitations contained herein.

Duro-Last warrants its product membrane, material and accessories to be free from manufacturing defects at the time of delivery. Duro-Last further warrants that the membrane, material and accessories will not become defective during the 10 year term of this Limited Warranty provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System;
- B. The Owner has notified Duro-Last within 14 days of the discovery of any failure or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested; and
- C. At Duro-Last's option, the Owner allows Duro-Last's Quality Assurance Technical Representative(s) ("Duro-Last QA Tech Rep(s)"), and/or Duro-Last Contractor(s), access to the roof, including if necessary, the removal of and replacement by Owner at Owner's expense, any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, decks, patio and walking surface materials, photovoltaic systems, and other overburden.

Should a defect or failure occur in the membrane, material or accessories within the Limited Warranty term, Duro-Last's obligation shall be limited to providing only the membrane, material and/or accessories necessary to enable the Owner to have repairs made. Duro-Last recommends that the Owner retain an authorized Duro-Last Contractor to make any repairs. Any and all labor costs incurred in making any necessary repairs shall be the responsibility of the Owner and not of Duro-Last.

II. LIMITATIONS and EXCLUSIONS

- A. This Limited Warranty does not apply to Contractor's workmanship, nor does it apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly aside from the Duro-Last System, including but not limited to those defects that result in water penetrating into the building, including inadequate or insufficient drainage.
- C. Duro-Last shall in no instance be liable for any Duro-Last System defect or failure nor for subsequent damages arising from Acts of God, or causes outside Duro-Last's control, including, but not limited to:
 - 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
 - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to, damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
 - 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. This Limited Warranty is transferable to subsequent Owners only upon the express written authority of Duro-Last and at Duro-Last's sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last System prior to transfer of this Limited Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must also pay for any non-warranted repairs identified by Duro-Last during a transfer inspection. A transfer of this Limited Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.
- G. Coverage under the terms of this Limited Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner to sign this Limited Warranty does not alter the Effective Date.
- H. This Limited Warranty shall be governed by the laws of the State of Michigan. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this Limited Warranty and do hereby submit themselves to the sole personal jurisdiction of that Court.
- I. Duro-Last does not waive any rights under this Limited Warranty by refraining to exercise its rights in full in one or more instances.

OVER: CONTINUED ON BACK

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE OWNER FOR ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER IN MEMBRANE, MATERIAL OR ACCESSORIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESSED OR IMPLIED) THAT EXTEND BEYOND THE FACE OF THIS LIMITED WARRANTY.

DURO-LAST EXPRESSLY DISCLAIMS LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or independent sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any term or condition of this warranty unless in writing signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

DURO-LAST, ®INC.

Name of Building

Address of Building

City, State & Zip of Building

Building Designation

Effective Date

Signature of Owner

Owner (printed)

Contractor

Square Footage

Warranty No.

10 Yr Mat Only
2/1/12