

SARNAFIL
ROOFING MEMBRANE WARRANTY
FOR COMMERCIAL BUILDING
Warranty Serial No.

BUILDING OWNER:

BUILDING NAME:

USED AS:
DATE OF SUBSTANTIAL COMPLETION:
AREA WARRANTED SQ.FT.,

DATE OF INSPECTION: BY:

CONTRACTOR:
TELEPHONE:

CONTRACTOR ADDRESS:

SARNAFIL INC. (Sarnafil), warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations stated herein, Sarnafil will repair any leaks to the Sarnafil Roofing Membrane ("Roofing Membrane") installed according to Sarnafil's Technical Instructions by a Sarnafil Authorized Roofing Contractor for a period of _____ years commencing with the date of substantial completion of the Roofing System,

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall notify Sarnafil in writing within thirty (30) days of the discovery of any leaks in the Roofing System.
2. If on Sarnafil's inspection, Sarnafil determines that leaks in the Roofing System are caused by defects in Sarnafil's material or workmanship of the Sarnafil Authorized Roofing Contractor, except as provided in the following paragraphs three (3) and four (4), Owner's remedies and Sarnafil's liability shall be limited to Sarnafil's repair of the Roofing Membrane.
3. This warranty shall not be applicable if any of the following shall occur:
 - (a) The Roofing Membrane is damaged by natural disasters including, but not limited to, earthquake, lightning, windstorms in excess of miles per hour, hurricanes, and tornados, or;
 - (b) The Roofing Membrane is damaged by any acts of negligence, accidents, or misuse including, but not limited to, vandalism, civil disobedience, or acts of war, or;
 - (c) Metal work or other roofing accessories or equipment not furnished by Sarnafil is used in the Roofing System and causes leaks.

4. **This warranty shall be null and void if any of the following shall occur:**
- (a) It, after installation by the Authorized. Roofing Contractor there are any alterations or repairs made on or through the roof, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the roof without first obtaining written authorization from Sarnafil, or:
 - (b) Failure by the Owner or his lessee to use reasonable care in maintaining the roof, or:
 - (c) A significant change in the use of the building by the Owner or his lessee thereby affecting the Roofing Membrane as originally installed or:
 - (d) The Owner fails to comply with every term and condition stated herein.**
5. During the period of this warranty, Sarnafil, its agents and employees, shall have free access to the roof during regular business hours.
6. Sarnafil shall have no obligation under this warranty until all bills for materials, installation, and services have been paid for in full.
7. Failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
8. Sarnafil's obligation under this warranty are in lieu of all other warranties, expressed or implied, and no other warranty expressed or implied, is given. **In no event shall Sarnafil be liable for any incidental or consequential damages resulting from any breach of warranty including, but not limited to,** damage to the building on which the products are situated, damage to the contents thereof or to any other property or persons.
9. Any disagreement arising from this warranty **shall be settled by arbitration** by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules, and judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

NO REPRESENTATIVE OF SARNAFIL HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

ISSUED BY:
SARNAFIL INC.

RECEIVED AND ACKNOWLEDGED BY:

Richard K. Foley
 President
 Date:

 Authorized Signature
 Title: _____
 Date: _____

Warranty is effective from

through