

STANDARD FORM OF WARRANTY



1. "The Company" means:

Name: _____

Address: _____

2. "The Owner" means:

Name: _____

Address: _____

In consideration of the mutual exchange of covenants expressed herein, the Company, and the Owner agree that subject to the Conditions of Coverage and Limitations of Warranty set out herein, and upon delivery of the duplicate hereof to the Company, the Company shall warrant that:

1. The roofing application, the subject of this warranty, has been performed in substantial compliance with approved plans, specifications and changes thereto.
2. The Company shall cause to be repaired at no expense to the owner, actual deficiencies which are the result of a failure to substantially comply with the approved plans, specifications and changes thereto, which have occurred on or before the second anniversary date of the effective date of this Warranty.
3. This Warranty shall remain in place and in effect for a period of two years subject to the terms and conditions hereinafter stated.

Conditions of Coverage

This Warranty is subject to the following conditions:

1. The owner shall notify The Company immediately, such notification to be confirmed in writing of actual deficiencies within the currency of this Warranty, and shall allow a reasonable period of time for any repairs pursuant to this Warranty to be effected, with such repairs to be made during regular working hours by Company forces.
2. The completed roof shall not be altered in any manner, no construction shall be added to it, nor shall the building be used for any purposes other than those originally intended or occurring on the effective date of this Warranty without the prior written consent of The Company, which consent shall not be unreasonably withheld.
3. For the duration of this Warranty, the Owner shall perform, or have performed at its expense, all preventative maintenance recommended in the Preventative Maintenance Manual accompanying this Warranty.
4. The Company, at the written request of and at the expense of the Owner, shall inspect the roof no earlier than twelve months but not later than twenty-two months after the effective date of the Warranty and shall report to the Owner any items of maintenance which are required to be done.
5. The Owner, at its expense, shall carry out all preventative maintenance repairs recommended as a result of any inspection or reinspection carried out under the terms of this Warranty.
6. This Warranty shall take effect upon the Company receiving payment in full from the Owner. In the event, however, that the Company is not paid within thirty days of the completion of the roofing application, notwithstanding that the Owner shall not benefit from this Warranty until full payment is received, for the purposes of computing the duration of Warranty, this Warranty shall be deemed to have become effective as of the date of the completion of the roofing application.

Limitations of Warranty

1. Neither this Warranty nor the Agreement for the application of the roof shall render the Company liable in any way for any damage to the building upon which the roofing application is carried out nor its contents, or for any interruption of business carried on in the building, or consequential damage which occurs.
2. No responsibility or liability is assumed in respect of repairs made necessary by gales, hurricanes, tornados, hail storms, lightning or other natural phenomena or hazards which may cause damage to the exterior, interior or contents of the said building or structure; inadequate construction, design or specifications; water vapour or moisture migration through or from the roof deck; failure of any materials used as a substrate over which the roof has been applied; settling or distortion of the building's foundations, walls, copings or roof deck; failure of any materials, components or accessories used in the roof; nor damage to the said roof and flashings caused during or after the installation by persons working upon or being up on or about the roof.
3. This Warranty does not warrant any materials or the design of the roof specified by the Owner, its architect or contractor, or otherwise.
4. At all times, the financial liability of the Company under this Warranty shall be limited to the total value of the Company's contract in respect of the roof less allowable depreciation as contemplated under the Income Tax Act for that class of building commencing the effective date to the date of replacement or repair.
5. This Warranty shall not be assigned without the express written permission of the Company, which permission shall not be unreasonably withheld.
6. Failure by the Owner to comply with the Conditions of Coverage set forth herein shall render this Warranty null and void.

General

This Warranty supersedes and replaces any and all guarantees or warranties expressed or implied, including any implied Warranty of merchantability, quality or fitness for a particular purpose.

Company: _____ Owner: _____

Authorized Officer: _____ Authorized Officer: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Project: _____

Site address: _____

Approximate roof area: _____

Effective date: _____

Warranty#: _____

