

Building Owner:Specimen Owner
Address
City, ST ZIP**TERM Year Limited Labor and
Material Warranty****Property Name:**Specimen Property
Address
City, ST ZIP**Warranty Number:** Sample - Not Issued
Expiration Date: Sample - Not Issued
Job Name: Sample - Not Issued**Completion Date:** Sample - Not Issued
Total Squares: XX
Base Sheet: Sample - Not Issued
Cap Sheet/Surfacing: Sample - Not Issued
Type of Ply Sheet: Sample - Not Issued
Single Ply Membrane: Sample - Not Issued

Johns Manville ("JM"), warrants to the original building owner that, subject to the conditions and limitations set forth herein, during the warranty period indicated above, the Johns Manville **Membrane Type** ("the Membrane") identified herein:

- (a) is free from manufacturing defects which could cause a leak in the roofing system at the above-referenced building; and
(b) will not deteriorate due to weathering so that it becomes incapable of maintaining a watertight roofing system.

In the event a manufacturing defect in the Membrane or weather-related deterioration of the Membrane is the sole cause of a leak in the roofing system at the above-referenced building, JM will at its sole option and discretion, during the warranty period and subject to the conditions and limitations set forth herein, make repairs to or cause repairs to be made to the Membrane, or will replace the same (exclusive of non-JM flashing, or other materials used as a roof base over which the Membrane is applied and repairs required by defects therein) as required to prevent leaks in the roofing system resulting solely from such manufacturing defects or weathering.

Limitation of Johns Manville Liability: BUILDING OWNER'S EXCLUSIVE REMEDY AND THE LIMIT OF JM'S LIABILITY UNDER THE LIMITED WARRANTY SET FORTH HEREIN, WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY/CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY AT LAW OR IN EQUITY, SHALL BE, AT JM'S OPTION, LIMITED TO REPAIR OR REPLACEMENT OF THAT PORTION OF THE MEMBRANE CONTAINING A MANUFACTURING DEFECT WHICH HAS RESULTED IN LEAKS. JM'S MAXIMUM LIABILITY OVER THE TERM OF THIS LIMITED WARRANTY IS \$150.00 INCLUSIVE OF BOTH LABOR AND MATERIAL FOR EACH INSTALLED ROOFING SQUARE (100 SF) OF MEMBRANE. THE WARRANTY PERIOD UNDER THIS LIMITED WARRANTY SHALL COMMENCE ON THE DATE OF THE COMPLETION OF THE APPLICATION OF THE MEMBRANE. JM IS NOT RESPONSIBLE FOR ANY COST RELATED TO THE REMOVAL OR REPLACEMENT OF ANY NON-JM PRODUCTS PRESENT IN THE ROOFING SYSTEM TO WHICH THE MEMBRANE IS APPLIED.

EVERY CLAIM UNDER THIS LIMITED WARRANTY SHALL BE DEEMED WAIVED UNLESS IN WRITING AND RECEIVED BY JM WITHIN 30 DAYS AFTER THE DEFECT OR WEATHERING TO WHICH EACH CLAIM RELATES IS DISCOVERED, OR SHOULD HAVE BEEN DISCOVERED.

JM DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

JM SHALL NOT BE LIABLE TO ANY PARTY FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY AT LAW OR IN EQUITY, FOR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS LIMITED WARRANTY. ADDITIONALLY, CONSEQUENTIAL AND SPECIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REPAIR, REPLACEMENT OR REFUND REMEDY FOR JM'S BREACH OF THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON.

Please retain this Limited Warranty, the roofing contractors invoice and any other documents regarding your roof. They will be required in the event of a claim.

CONDITIONS TO WARRANTY COVERAGE

- 1. Proof of Purchase:** Claims under this warranty will require proof of purchase.
- 2. Notification to Johns Manville:** The owner must notify Johns Manville by certified mail to Guarantee Services listed below on this warranty, of any leaks alleged to result directly from manufacturing defects within thirty (30) days following discovery of such leaks.
- 3. Maintenance:** Johns Manville requires that the owner initiate and follow a maintenance program in accordance with the maintenance recommendations found below.
- 4. Right of Inspection and Time of Repair or Replacement:** Johns Manville shall have a reasonable time after notification to inspect the Membrane and if Johns Manville determines there are manufacturing defects covered by this warranty, Johns Manville will have ninety (90) days after receipt of notification of said leaks to make or cause to be made repairs or replacements.

EXCLUSIONS

JOHNS MANVILLE AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE MEMBRANE IS AFFIXED) OR ITS CONTENTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE. JOHNS MANVILLE AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIMITED LIABILITY SET FORTH IN THIS LIMITED WARRANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDIES OR ACTIONS PROVIDED FOR HEREIN FAIL THEIR PURPOSE.

Johns Manville shall not be liable for any damages to roof insulation, roof decks or any base over which the Membrane is applied, or for leaks, damages or injuries attributable to any of the following (or any combination thereof):

- (1) Workmanship, including faulty and improper application of the Membrane. Faulty or improper application is that application not done in accordance with Johns Manville published specification and application recommendations in effect at the time of the application of the Membrane.
- (2) Deterioration to areas of the roof or areas of base flashing resulting from inadequate drainage.
- (3) Any changes in the building usage unless approved in advanced in writing by Johns Manville.
- (4) Any maintenance, repairs, alterations or new installations to the Membrane or the base flashings that take place after the completion of the original installation, unless carried out in a manner which is acceptable and approved in advance in writing by Johns Manville.
- (5) Deterioration of the Membrane caused by moisture infiltration or condensation that occurs in, around, or under the roof deck, coping walls, or unbonded flashings.
- (6) Damage caused by non-Johns Manville materials, including, but not limited to, flashings, whether of membrane ply or other materials, or expansion joints, metal work, pitch or penetration pans, walkways, or any rooftop units or equipment.
- (7) Natural disasters including, but not limited to, lightning, floods, strong gales, windstorms, seismic disturbances, hurricanes, tornadoes, hailstorms, or impact of foreign objects or other violent storms or casualty.
- (8) Acts of war, civil insurrection, riot, or vandalism.
- (9) Damages resulting from any form of rooftop traffic, misuse, abuse or negligence.
- (10) Damage resulting from exposure to chemicals including, but limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, organic or inorganic polar materials, or oils.
- (11) Damage resulting from vermin.
- (12) Building expansion or additions or reductions; settling, shifting, distortion, failure or cracking of the roof deck, walls or foundation of the building.
- (13) Structural defects or failures in the building to which the Membrane is applied.
- (14) Leaks or damages due to failure to follow Johns Manville recommended maintenance program.
- (15) Splitting, cracking, blistering, delamination or separation of the membrane due to underlying materials (e.g. base sheets, insulation, or structural decks).
- (16) Applications over buildings with high internal humidity, freezer buildings, or buildings used for cold storage.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, JOHNS MANVILLE DISCALIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY STATED IN THIS LIMITED WARRANTY.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JOHNS MANVILLE UNDER THIS LIMITED WARRANTY IS TO MAKE REPAIRS THAT MAY BE NECESSARY TO MAINTAIN THE ROOF MEMBRANE IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS WHICH ARE THE RESPONSIBILITY OF JOHNS MANVILLE UNDER THIS LIMITED LIABILITY. THIS LIMITED LIABILITY MAY BE MODIFIED ONLY BY SOME OTHER WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED JOHNS MANVILLE TECHNICAL OR MARKETING REPRESENTATIVE, AND, NO RETAILER, CONTRACTOR OR DISTRIBUTOR IS AUTHORIZED TO ALTER THIS WARRANTY.

WARRANTY TRANSFER

This limited warranty shall accrue and inure only to the benefit of the first purchaser or owner of the Membrane and shall not be assigned, sold, or transferred in any manner whatsoever. Any assignment, sale or transfer of the building to which the Membrane is applied shall void all warranties contained herein or hereunder.

Maintenance Program

In order to continue the coverage of this Warranty, the following Maintenance Program must be implemented and followed:

There are a number of items not covered by this warranty that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Warranty, you must examine and maintain these items on a regular basis:

- Maintain a file for your records on this Roofing System, including, but not limited to, this warranty, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings and valleys for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged, loose, or poorly sealed materials must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired by a JM Approved Roofing Contractor if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. Log all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Warranty shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Warranty is valid only in the United States of America.

Guarantee Services
(800) 922-5922
E-mail: gsu@jm.com
www.jm.com/roofing

Mailing Address:
Johns Manville
Guarantee Services
P.O. Box 625001
Littleton, CO 80162-5001

Shipping Address:
Johns Manville
Guarantee Services
10100 West Ute Avenue
Littleton, CO 80127

This Limited Warranty is governed by, and interpreted in accordance with the laws of the United States. The parties hereto declare that they have requested that these presents and all related documents be drafted in the English language. JM will not be responsible for any field inspections located outside of the United States. Any material that is suspected to be in violation of the terms of this warranty shall be sampled by the holder of this warranty and shipped to the following address: Johns Manville, Attn: Guarantee Services, 10100 W Ute Avenue, Littleton CO 80127. All such expenses are the responsibility of the holder of this warranty.