



525 Morley Drive

# 15-Year Hail Warranty

Warranty No. \_\_\_\_\_

## I. TERMS and CONDITIONS

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

Duro-Last's obligation during the 1st through 15th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's sole obligation is to repair the Duro-Last System, and also includes the furnishing or cost of labor (at the Contractor list price in effect at the time of the repair) to repair the Duro-Last System provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this Limited Warranty has been signed by a Duro-Last Quality Assurance Manager, and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements;
- C. The Owner must notify Duro-Last within 7 days of any hail strike greater than 1(one) inch in diameter, the discovery of any leak, failure, or other alleged Duro-Last System defect. Owner must notify Duro-Last by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;
- D. The Owner allows Duro-Last's QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal 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 system, and other overburden; and
- E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s) or an authorized Contractor makes the repair.

## II. OWNER'S RESPONSIBILITIES

The Owner is not entitled to recover under this Limited Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions.

## III. LIMITATIONS and EXCLUSIONS

- A. This Limited Warranty does not 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, and inadequate or insufficient drainage, and/or ponding water on the Duro-Last System;
- C. Duro-Last is not 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, tornado, flood, earthquake, animals, insects or hail greater than 1 (one) inch in diameter as reported by HailWatch or the National Climatic Data Center; 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. Further, Duro-Last shall not be responsible for any changes in appearance or surface imperfections caused by hail incidents.
- F. This Limited Warranty shall not be transferred or assigned to any future Owners.
- G. This Limited Warranty must be signed by a Duro-Last Quality Assurance Manager. 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 or Contractor 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. Owner shall maintain and keep in force: property, casualty and liability insurance necessary to protect against all insurable losses. Owner agrees to waive any and all rights of subrogation against Duro-Last for losses covered by such insurance.
- J. Duro-Last does not waive any rights under this Limited Warranty by refraining from exercising its rights in full in one or more instances.

**OVER: CONTINUED ON BACK**



**THIS LIMITED WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.**

**THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS LIMITED WARRANTY. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT.**

**OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE TERM OF THIS LIMITED WARRANTY, DURO-LAST SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS, LOSS OF USE OF THE BUILDING, OR ANY DAMAGE TO THE BUILDING AND 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 terms or conditions of this Limited Warranty, unless in writing and 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**

\_\_\_\_\_  
**Serial No.**

\_\_\_\_\_  
**Signature of Duro-Last Quality Assurance Manager**

\_\_\_\_\_  
**Signature of Owner**

\_\_\_\_\_  
**Owner (printed)**

\_\_\_\_\_  
**Signature of Contractor**

\_\_\_\_\_  
**Contractor (printed)**

\_\_\_\_\_  
**Square Footage**

\_\_\_\_\_  
**Warranty No.**

15 Yr Hail  
2/1/12