

Issue# _____

Effective Date: _____

FIVE (5) YEAR LIMITED WARRANTY

NAME OF PROJECT: _____

ADDRESS OF PROJECT: _____

OWNER'S NAME: _____

OWNER'S ADDRESS: _____

ROOFWERKS, INC. (hereafter warrantor) hereby warrants to the owner of the above referenced roof project, that the same will not leak water due to faulty materials, improper application or as a result of ordinary weather conditions. This warranty shall be valid for a period of **FIVE (5) YEARS** from the date of completion of the project.

OBLIGATION OF THE WARRANTOR: In the event of leaks arising by some reason of faulty material or application, warrantor shall be responsible for supplying the necessary labor and material to stop the leak(s).

CONDITIONS: These warranties are expressly conditioned upon the following:

1. The owner shall notify the warrantor of any leak, defect, failure or deficiency, which is discovered by owner within ten(10) days of the discovery. If the leak, defect failure or deficiency is covered by this warranty, the warrantor shall then have the right to immediately inspect and repair the problem hereunder. If the leak, defect, failure, or deficiency is not covered by this warranty, the warrantor shall have the right to immediately inspect and repair the problem with owner's written authorization and at the owner's sole expense.
2. Applicator shall have the right to annually inspect the roof during term of warranty.
3. Payment as per terms of the contract shall constitute the sole consideration for this warranty. If the owner shall fail to make payment in accordance with the terms of the contract, this warranty shall be void and have no further effect.

EXCLUSIONS: This warranty does not cover failure of the roofing job or deficiencies due to the following:

1. Damage to the roofing, property, building, or contents caused by fire, settling, distortions, or other failure of the building, natural causes including floods, lightning, windstorms, hail, hurricanes, tornadoes, earthquakes, or extraordinary or unusual events.
2. Damage to the roofing job form cracks or openings in the roof substrata, walls, partitions, foundations, etc.
3. Vandalism, penetration, damages or attacks to the roof by third parties or foreign objects or agents including plant or animal life.
4. Damage caused by alteration or addition to encroachment upon erection of structure on the roof or any use of the roof other than its original intended purpose. Changes in use of this building shall be subject to warrantors approval in writing.

OTHER PROVISIONS:

1. No modifications of this warranty shall be effective unless in writing and approved by all parties.
2. This warranty is shall not be transferred to a new owner should the property be sold, provided the warrantor is notified of said sale within thirty(30) days of the transfer.
3. This warranty contains the sole and exclusive liability of warrantor for the roofing job and the application, maintenance and repair thereof. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WRITTEN, ORAL, EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PRACTICAL PURPOSE.**
4. This warranty shall not be effective unless executed by an authorized representative of the warrantor.

BY: _____ DATE: _____ BY: _____ DATE: _____

ROOFWERKS, INC.

OWNER