

Twenty (20) year Assa Warranty

Owner's Name: _____

Owner's Address: _____

City: _____ State: _____ Zip: _____

Building Name: _____

Building Address: _____

City: _____ State: _____ Zip: _____

Roofing Contractor Name: _____

Roofing Contractor Address: _____

City: _____ State: _____ Zip: _____

Roofing Contractor Phone: _____ ASSA Registered Contractor #: _____

ASSA Product(s) Used: _____

Project Size: _____ Square Feet Completion Date: _____

Roofing Specification Used: _____

Term Warranty: _____ Warranty Number: _____

TERMS AND CONDITIONS:

Definitions: "ASSA" shall mean Assa Caribbean., Inc., Carretera 169, km 6.4 bo. Camarones, Guaynabo Puerto Rico. "Owner" shall mean the original party listed above as Owner's Name whose building the ASSA roof membrane product is installed.

General Provisions: a) Except as otherwise stated herein, ASSA warrants the roofing membrane against deficiencies as defined by ASSA in the installed roofing system resulting in leakage for a Twenty (20) year period from the date of original installation completion date as indicated above. b) No representative of ASSA shall have the authority to make any modifications, representations or oral agreements except as stated herein. c) The original installation of the roofing membrane must be free of errors, omissions, or poor workmanship in accordance with ASSA current published specifications in order for this warranty to be in force.

Term of Warranty: Except as indicated in paragraphs 2, 6, 8 and 12 hereof, this warranty is valid from the date of final completion and acceptance by ASSA as indicated above.

Claims Procedure: ASSA shall have no obligation under this warranty unless Owner shall have promptly notified ASSA in writing by registered or certified mail. Direct all claims to Assa Caribbean Inc., PMB 169 Ave. Esmeralda 405 Ste.2 Guaynabo, P.R. 00969-4457. ATTN: Warranty Department. Any claim shall provide a copy of warranty and detailed information of the leakage and alleged defect. ASSA must receive such notice within ten (10) days after discovery of the claimed defect.

Replacement Costs: ASSA warrants to the original Owner that during the warranty period stated above, commencing on the date of completion stated herein, if notified of leakage, ASSA through its authorized representative, shall observe the roof. If, after observation, ASSA, at its sole discretion, determines that the leakage is the result of faulty material supplied by ASSA, ordinary wear and tear, deficiencies in any or all of the ASSA supplied component materials of the roofing system, or workmanship deficiencies in the application of the ASSA supplied component materials, then ASSA shall remediate covered leakage conditions by means determined by ASSA providing replacement membrane and reasonable labor required to properly repair or replace the damaged areas as determined by ASSA.

Exclusions: This warranty is not an insurance policy or maintenance agreement, routine inspections, and maintenance are owner's responsibility. Failure to follow the maintenance program provided will void the warranty. This warranty will not apply if damage is the direct or indirect result of: a) acts of God or natural causes such as, but not limited to, lightning, hail, gale force or other strong winds not to exceed 8 on the Beaufort Scale, floods, hurricanes, tornadoes, wind launched debris or earthquakes; b) fire; c) accidents; d) vandalism; e) negligence, misuse, or failure of owner to provide reasonable maintenance to the roof; f) structural defects or other building movement; g) lack of positive drainage; h) exposure of the roofing to solvents and/or petroleum distillates such as but not limited to Xylene, Toluene, or Gasoline; i) the disregard of manufacturer's handling procedures with respect to storing, handling and installing of roofing membrane; j) distortion, expansion or contraction of any non-published flashing design, or metal work; k) infiltration or condensation of moisture through or around the walls, coping, hardware or equipment, building structure, underlayment or surrounding materials or a lack of a needed vapor barrier; l) traffic or storage of materials upon the roof; m) damage to the roofing membrane caused by installation of roof top or through roof systems such as but not limited to, a sprinkler system, water or air conditioning equipment, antenna, frame work for signs, water tower or other such items on the roof after the installation of the roofing membrane without prior written approval of ASSA; n) inadequate performance of products not supplied or furnished by ASSA, including but not limited to metal work, mechanical attachments and adhesives; o) damage to the roofing membranes caused by a previous existing roofing system; p) environmental and airborne contaminants; q) loss in part of whole of granule or other roof surfacing materials; r) any exposed mastics or sealants; s) Damage or injury arising in any way from an actual or alleged discharge or release of any pollutant or waste; t) Damage or injury arising in any way from testing/sampling of the membrane, design and consulting errors or omissions.

ASSA is not responsible for leaks resulting from water entry from any other portion of the building or structure other than as stated herein

Cancellation of Warranty: This warranty shall become null and void if any of the following work is performed without prior written approval of ASSA: a) any alterations or repairs to the roof of any magnitude, except of an emergency nature to remedy leakage; b) subsequent work on or through the roof, or c) changes in building usage; d) change in ownership of the building; e) any unauthorized damaging activity on or to the roof.

Access to the Roof: Owner shall provide free and safe access to the roof and related premises to an authorized representative of ASSA during the term of this warranty. Owner shall responsible for any and all expenses required to access roof, removing and replacing any walking pads or traffic surfaces, or other appurtenances built over the roof or other overburden if removal is necessary to investigate or repair any suspected problem in the roofing membrane. ASSA retains the right to make core extractions and properly repair such extractions. The expenses for extractions are to be paid by ASSA. Failure or refusal to provide such access will immediately and without other notification void all warranty coverage.

Commencement of Warranty: This warranty shall not become effective, nor will ASSA have any obligation under this warranty until all monetary obligations for materials and services related to this installation or subsequent repairs, or inspections are paid in full by OWNER.

Waiver: ASSA' failure at any time to enforce any conditions stated herein shall not be construed as a waiver of any provision of this warranty.

Assignment of Warranty: This warranty may be assigned by original owner only to a successive party provided a) owner shall notify ASSA in writing of the new party's name and address and b) owner pays a transfer fee of \$500.00 plus any out-of-pocket cost for travel, lodging and meals determined necessary by ASSA to re-inspect roof prior to transfer. Upon receipt of the foregoing, ASSA will advise owner within thirty (30) days of its approval of such proposed assignment.

MAINTENANCE AND CARE FOR YOUR ASSA ROOF MEMBRANE

To avoid interruption and/or cancellation of your warranty coverage, the following Maintenance Program is a requirement.

There are various items associated with your roof system that are **NOT** covered under the warranty. Some can have a direct impact on the performance, life cycle and watertight integrity of the roofing system. It is the responsibility of the Owner to regularly maintain these.

As the Owner, a file of records should be maintained related to all roof and roof-top associated activities. Such file should contain the original warranty, invoices related to the original roof installation, repair invoices, a log of roof inspections and any roof-top activities such as service to roof top mechanical units. ASSA strongly recommends the Owner institute a roof log for all parties accessing the roof, regardless of who or the purpose, that they are required to sign. This protects you, the owner, from 1) unwanted roof traffic and 2) any damage caused can, many times, be traced back to the responsible party.

The roof should have a visual inspection at a minimum rate of two (2) times per year by a qualified professional. Many Assa Registered Contractors offer this service for a nominal fee. Inspections are generally recommended in the spring and fall. It is a good practice to have the roofs inspected after severe weather conditions such as: hail, strong winds, hurricanes, blizzards, ice storms, etc. Proper precautions should be followed during inspections to prevent against trip/fall accidents.

Guidelines for Roof Inspection & Generalized Remedial Repairs

1. Remove debris, such as, leaves, twigs, branches, dirt, rocks, bottles, trash, etc., that has accumulated.
2. Clean gutters, down spouts, drains and scuppers. Make sure water freely flows from the roof. No standing water should remain on the roof surface within 48 hours after the last precipitation.
3. Examine all metal flashing areas for rusting or damage that may have been caused by traffic, wind, hail, snow, ice, etc. All damaged, loose, or poorly sealed materials must be repaired by an authorized roofing contractor approved for repair work to ASSA Roofing Membranes.
4. All exposed mastics and sealants regardless of purpose or function are required maintenance items to be remediated by the Owner, including pitch pan
5. Examine all adjacent areas to the roof, parapet walls and adjoining structures. Damage to items such as masonry, failing mortar joints, loose or missing sealants, loose stone stone/tile, loose and improperly sealed counter flashing, etc. often causes leaks that are inadvertently blamed on the roofing system and not provided for by the warranty. Not only does this cost the roofing manufacturer time in the investigation of problems not associated with the roofing membrane; it costs the Owner time and money. Many roofing manufacturers, including ASSA, will back charge an Owner for the time spent to investigate non roof related problems. These items need to be repaired by the properly trained personnel to avoid any unnecessary charges or voiding of warranty coverage. Unauthorized repairs to the roof will void warranty coverages.
6. Granule loss of mineral surface membranes is typical and not a manufacturing defect. In cases of granule loss that becomes more noticeable, additional surfacing should be applied as directed by ASSA.
7. When repairing items to the roofing membrane, associated items, or building structure, be sure to use precaution and properly protect the roofing surface from damage.
8. Examine roof top equipment, air condition units, condensers, exhaust fans, antennas and other roof top items for damage. Check for leaking oil, damaged flashings or loose parts/equipment that could cause puncture damage to the roofing membranes. All units shall be checked to assure they are sound, watertight and not be displaced by wind events.
9. Check the building for excessive movement or settlement. Improper placement or omission or needed expansion joints could cause splits or stress in the roofing material/system, drastically reducing the life cycle of the roofing system.
10. All work directly or indirectly related to the roofing system where the roofing material needs to be repaired, i.e. new curbs, units, exhaust fans, antenna installation, repairs, etc., must be accomplished by a current ASSA Registered Contractor. Failure of the Owner to utilize an authorized applicator will result in immediate termination of the warranty
11. Conditions beyond those noted herein above should be provided to ASSA in writing within 15 days of discovery for recommendations.
12. All 20 years guaranty required maintenance at 10 years that involves an inspection of an Assa Certificated contractor, possible repairs and a PG-600 application. This maintenance has to be paid by owner.

Additional Repairs: In the event repairs are required which are not covered by this warranty, ASSA will advise OWNER of such repairs to be made at OWNER's expense. If the required repairs are promptly made by OWNER, this warranty shall remain in effect for the unexpired portion of its original term. If OWNER does not make the required repairs promptly, not to exceed 30 days of being notified, this warranty shall automatically terminate without further notice from ASSA.

In the event ASSA pays for repairs which are required due to the acts or omissions of others, or other reasons not covered by this warranty, ASSA shall be subrogated to all rights of recovery of owner to the extent of the amount of the repairs.

Because ASSA does not practice Engineering or Architecture, neither the issuance of this Warranty nor any review of the Project Documents, building or other construction conditions by ASSA representatives shall constitute any acceptance or implied warranty by ASSA of such plans, specifications and construction, or in any way constitute an extension of the terms and conditions of this Warranty. Any roof inspections are solely for the benefit of ASSA.

ASSA does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue shall be one satisfactory to both owner and ASSA.

THIS WARRANTY SUPERCEDES AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SHALL BE OWNER'S EXCLUSIVE REMEDY AGAINST ASSA OR ITS AFFILIATES WITH RESPECT TO THE ROOF, AND NEITHER ASSA OR ITS AFFILIATES SHALL BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. ASSA' AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THIS WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts so the above limitation or exclusion may not apply to you. This warranty gives you the specific legal rights and you may also have other rights which vary from state to state. All rights and duties arising under this warranty shall be governed by Puerto Rico law.

Warranty presented and determined as incomplete or inaccurate shall be considered null and void.

SIGNED ON BEHALF OF ASSA CARIBBEAN INC.

DATE