

NON-PRORATED LIMITED ROOF WARRANTY

In consideration of the mutual exchange of covenants herein, CentiMark Ltd. (CentiMark), and the Purchaser agree that subject to the conditions of coverage and limitations of warranty set forth below, CentiMark shall warrant that:

CONDITIONS OF COVERAGE

I. WHAT THIS WARRANTY COVERS:

- (a) The CentiMark roofing application has been installed in substantial compliance with plans specifications, and changes thereto.
- (b) CentiMark warrants to the Purchaser ONLY that CentiMark will repair any leaks resulting from defects in the materials or workmanship in the roofing service performed by CentiMark, to the building noted above, for the period of time, noted above, from the Warranty Date. If CentiMark determines that the leaks in the roof are caused by defects in the materials or workmanship supplied by CentiMark, Purchaser's remedies and CentiMark's liability shall be limited to CentiMark's repair of the roof. The total financial of CentiMark under this warranty shall be limited to the total value of the original value of the original contract for the roof system.
- (c) This Warranty shall take effect upon CentiMark receiving payment in full from the Purchaser. In the event that CentiMark is not paid, the Purchaser shall not benefit from this Warranty until full payment is received. However, for the purposes of computing the duration of the Warranty, this Warranty shall be deemed to have become effective as of the date of the completion of the roofing application (the Warranty Date).

II WHAT THIS WARRANTY DOES NOT COVERS:

- (a) Damage to the roof by any acts of negligence, accidents, misuse or abuse caused by Purchaser or persons other than CentiMark, or beyond CentiMark's control, or outside the reasonable use, treatment or purpose of the roof, or damaging events or conditions, including, but not limited to, vandalism, malicious mischief, civil disobedience, acts of war, petroleum or other chemical attack, mold growth, attack by insects, rodents or other vermin, storage of materials on the roof, solid objects falling onto the roof, or abusive roof traffic, or damage to the roof by fire, casualty, natural phenomenon or act of God, including, but not limited to, lightning, windspeeds in excess of 55mph when measured at 33' above grade, hurricanes, tornadoes, earthquakes; or
- (b) Damage to the roof because of failure of any material used as the base over which the roof is applied (unless provided by CentiMark) or damage to the roof because of any material used in the roof application which was not furnished by CentiMark; or
- (c) Damage to the roof because of settlement, distortion, failure or cracking of the building's foundations, walls, copings or roof deck, or defects or failures of any part of the building structure, or damage to the roof because of water vapor or moisture entering the roofing system through walls, or any part of the building structure; or
- (d) Damage to the roof because of Purchaser's failure to fulfill Purchaser's obligations under this Warranty.

III. PURCHASERS OBLIGATIONS:

- (a) Purchaser shall pay all invoices issued by CentiMark for installation, materials and services, in full and when due without any offset. Purchaser shall not benefit from this warranty until payment is received.
- (b) Purchaser shall notify CentiMark of the need for service within twenty four (24) hours after its discovery of such need.
- (c) Purchaser shall provide CentiMark access to the building during business hours to make inspections or repairs.

- (d) The completed roof shall not be altered in any way, no construction shall be added to it, and the use of the building shall not be changed in a manner which would be detrimental to and/or cause a deterioration of the roofing system, without the prior written consent of CentiMark which shall not be unreasonably withheld.

- (e) Failure by the Purchaser to comply with the Conditions of Coverage set forth herein shall render this Warranty null and void.

LIMITATIONS OF WARRANTY:

- (a) Neither this warranty nor the Agreement for the application of the roof shall render CentiMark liable to Purchaser or any others in any way for any damage to the building upon which the roofing application is being carried out nor its contents, or for any interruption of business carried on in or around the building, or consequential damage which occurs.
- (b) This Warranty is not intended to create rights in any third party. This Warranty shall not be assigned to any other person or entity without the express written permission of CentiMark, which permission shall not be unreasonably withheld.
- (c) This Warranty supersedes and replaces any and all warranties or warranties, express or implied, including any implied warranty of merchantability, quality or fitness for a particular purpose.
- (d) Purchaser assumes all risk in connection with the existence, growth and presence of any mold, mildew, fungi, microbe, spore, mycotoxin or other similar microbial condition in, through and around the roof, roofing system, and building. This Warranty does not apply to, and in no event shall CentiMark be liable for, any claim, bodily injury, loss, cost, expense or damage arising out of or relating to, in whole or in part, the existence of, or growth or presence of any mold, mildew, fungi, microbe, spore, mycotoxin or similar microbial condition in, through or around the roof, roofing system or building at any time.

GENERAL:

This Warranty is governed by the laws of Ontario, Canada, and jurisdiction and venue of any dispute arising hereunder shall be vested in courts sitting in Ontario, Canada. No representative of CentiMark has the authority to make any representations or promises about the warranty or the performance of our services that differ from this written Warranty. Changes to this Warranty may only be made by a CentiMark corporate officer.

CENTIMARK
Ltd.

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NON-PRORATED LIMITED ROOF WARRANTY - MAINTENANCE PROGRAM

In order to continue the coverage of this Warranty, the following Maintenance Program must be implemented by the Purchaser.

There are a number of items not covered by this Warranty that are the responsibility of the Purchaser. In order to ensure that your CentiMark roof system will continue to perform, you must examine and maintain these items on a regular basis:

1. Maintain a file for your records on this roof. Include this Warranty, invoices, and subsequent logs of all inspections performed and repairs made to the roof.
2. Inspect your roof at least semiannually. This is best done in the spring and in the fall. It is also a good idea to examine the roof for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.

When checking the roof:

1. Remove any debris, such as leaves, small branches, dirt, rocks, etc. that have accumulated.
2. Clean gutters, downspouts, drains and the surrounding areas to avoid clogging. Make certain they allow water to flow off the roof.
3. Examine the areas that abut the roof such as masonry, counterflashing, caulking, mortar joints and any loose stone or coping.
4. All metal curbs and pipes, counterflashing and other similar maintenance items must be kept watertight at all times. Examine all metal flashings and valleys for rust and damage.
5. Examine the edges of the roof and all rooftop equipment such as air conditioners, evaporative coolers, antennas, etc.
6. Check the building exterior for settlement or movement.
7. Examine protective coatings for cracked, flaked or blistered areas.

Protecting your investment:

1. If ponding occurs, either implement a system or supplement your existing system with drains or other drainage mechanisms.
2. Do not permit petroleum products, such as oil, gasoline or solvents, or kitchen, manufacturing and other industrial wastes and grease, or any other liquids containing petroleum products or derivatives, on the roof system. These products could adversely affect the roof system.
3. Avoid unnecessary rooftop traffic. Approved walk pads should be installed in areas that require regular foot traffic for maintenance.
4. Before installing rooftop devices in or through the roof, such as air conditioning units, vents, etc., or before erecting an addition to your building, contact your CentiMark representative for coordination of the installation with the CentiMark roof system.
5. Do not use any unapproved materials to repair damage to the roof system. Such products may adversely affect the system. If temporary emergency repairs are necessary immediately, approved materials are any good grade of asphalt cement. CentiMark must be immediately notified if such action is taken.
6. Remember that CentiMark must perform all repairs to the CentiMark roof system or approve in advance any repairs made by another contractor to the CentiMark roof system.
7. If you experience a roof leak, call your CentiMark representative.

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