

## NON-PRORATED LIMITED ROOF WARRANTY

### I. WHAT THIS WARRANTY COVERS:

- (a) CentiMark Corporation (CENTIMARK) warrants to the Purchaser ONLY that CentiMark will repair any leaks resulting from defects in the materials or workmanship in the roof services (services) 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 value of CentiMark's services performed under this Warranty shall not exceed the original cost of the roofing services to the Purchaser.
- (b) Purchaser shall notify CentiMark of the need for service within twenty-four (24) hours after its discovery and shall confirm this notice in writing within seven (7) calendar days thereafter. In response to this notice, CentiMark will arrange to inspect the roof system and,
- (i) if the leaks are the responsibility of CentiMark under this Warranty, CentiMark will take prompt, appropriate action to return the roof system to a watertight condition, or
- (ii) if the leaks are not the responsibility of CentiMark under this Warranty, CentiMark may, at the Purchaser's request, advise the Purchaser within a reasonable time of the minimum repairs that CentiMark believes are required to return the roof system to a watertight condition. If the Purchaser, at its expense, promptly has such repairs made to the roof system by or with the approval of CentiMark, this Warranty will remain in effect for the unexpired portion of its term. Failure to make these repairs in a timely and reasonable fashion will void any further obligation of CentiMark under this Warranty as to the damaged portion of the roofing system.

### II. WHAT THIS WARRANTY DOES NOT COVER:

- This Warranty is not a maintenance agreement or insurance policy; therefore routine inspections and maintenance are the Purchaser's responsibility (see reverse side of this document.) The Warranty does not obligate CentiMark to repair the roof system, or any part of the roof system, in the event of:
- (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 of any kind 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 55 mph when measured at 33' above grade, hail, hurricanes, tornadoes, earthquakes, sandstorms.
- (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, assemblies or components used in, adjacent to or in contact with the roof system which were not furnished by CentiMark.
- (c) Damage to the roof because of settlement, distortion, failure or cracking of the structure to which the roof system is attached (roof deck, walls or foundation of the building) or defects or failures of any other part of the building structure, or damage to the roof because of moisture entering the roof system through walls, or any other part of the building structure.
- (d) Damage resulting from changes in the building usage which add stresses to the roof system different than those observable at the time this Warranty was originally issued.
- (e) Alterations, additions or modifications to the roof by persons other than CentiMark or without the prior written approval of CentiMark.
- (f) Damage to the roof because of Purchaser's failure to fulfill Purchaser's obligations under this Warranty.
- (g) Damage to the roof resulting from tie-ins to other roof systems.
- (h) Discoloration, changes in the visual appearance or other aesthetics.
- (i) Damage to the roof resulting from Photovoltaic system installation including, but not limited to, leaks resulting from penetrations for rack systems or resulting from the performance of the PV system.
- (j) Accelerated weathering due to PV installation and any other effect to the roofing system as a result of the PV install.

### III. OBLIGATIONS OF THE PURCHASER UNDER THIS WARRANTY:

- It is the obligation of the Purchaser to fulfill its duties and attend to its responsibilities both as stated elsewhere in this Warranty and as follows. The failure of Purchaser to perform any of its obligations under this Warranty shall terminate any liability of CentiMark for any warranty obligations of any nature whatsoever.
- (a) Purchaser shall pay all invoices issued by CentiMark for installation, materials and services, in full and when due, and shall not offset any claims that the Purchaser may allege against CentiMark against any amounts due on CentiMark's invoices. If Purchaser fails to pay all outstanding invoices

in full and when due, and/or claims any offset against any invoices, then Purchaser shall not be entitled to any warranty protection or services.

- (b) Purchaser shall follow the maintenance program set forth on the reverse side of this Warranty.
- (c) Purchaser shall provide CentiMark access to the building during business hours to make inspections.
- (d) Purchaser shall obtain prior written authorization from CentiMark to make alterations or repairs to or through the roof installed by CentiMark, or to place upon, or attach to the roof, objects such as, but not limited to, structures, fixtures, relocation of roof mounted louvers, HVAC units, curb boxes, pipe penetrations, ventilators, or utilities.
- (e) Purchaser shall not change the use of the building and/or the facilities contained within the building in such a manner which would be detrimental to and/or cause a deterioration of the roof system.

### IV. EXCLUSIVITY OF WARRANTY AND LIMITATION OF REMEDIES:

- (a) CENTIMARK EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTY. THIS EXPRESS LIMITED WARRANTY CONTAINS THE SOLE AND EXCLUSIVE WARRANTY AND REMEDY OF PURCHASER AGAINST CENTIMARK. THERE IS NO EXPRESS WARRANTY OTHER THAN THAT STATED IN THIS WARRANTY.
- (b) This Warranty does not cover, and in no case shall CentiMark be liable for, any special, incidental or consequential damages based on breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory. Such excluded damages include, but are not limited to, loss of profits, savings or revenue, cost of substitute equipment, facilities or services, business interruption, the claims of third parties including customers, the cost of repairing and/or replacing other property when the roof services do not perform as warranted, damage to the PV system, and any and all other incidental or consequential damages. Incidental and consequential damages shall not be recoverable even if the remedies or actions provided herein are determined to have failed of their essential purposes.
- (c) Purchaser assumes all risk in connection with the existence, growth or presence of any mold, mildew, fungi, microbe, spore, mycotoxin or other similar microbial condition in, through or around the roof, roofing system, or building at any time. 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, 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.
- (d) This warranty is not assignable by operation of law or otherwise. Application may be made by a new building owner for re-issuance of the warranty during the original warranty period. Certain procedures including, but not limited to, an inspection of the Roofing System by a CentiMark representative and fees will apply to any re-issuance. CentiMark reserves the right, at its sole discretion, to refuse to reissue this warranty.

### V. TIME LIMIT FOR BRINGING SUIT:

ANY ACTION BY PURCHASER, TO ENFORCE ANY CLAIMS AGAINST CENTIMARK, MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE THAT A DEFECT IN MATERIALS OR WORKMANSHIP, OR OTHER BREACH OR ANY OTHER CLAIM IS DISCOVERED OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

### VI. MISCELLANEOUS:

- (a) If at any time CentiMark does not enforce any of the terms, conditions or limitations stated in this Warranty, CentiMark shall not have waived the benefit of said term, condition or limitation and can enforce it at any time. This Warranty is extended only to the original Purchaser identified herein and is not transferable. It is not intended nor shall it be construed to create rights in any third party.
- (b) This Warranty is issued at the Corporate offices of CentiMark Corporation in Canonsburg, Pennsylvania, and accordingly is governed by Pennsylvania law. Jurisdiction and venue of any dispute arising under/or pursuant to the terms of this Warranty shall be vested in courts sitting in Washington County, Pennsylvania.
- (c) This Warranty Agreement is understood to be the complete and exclusive warranty agreement between the Purchaser and CentiMark, superseding all prior agreements, whether oral or written, and all other communications between the parties relating to the subject matter of this Warranty. Any additional or contradictory warranty terms or conditions stated in Purchaser's purchase order/acceptance documentation or other written communication, shall not be valid or binding upon CentiMark under any circumstances, unless specifically adopted and approved by written response from CentiMark; the failure of CentiMark to respond shall be deemed a denial of any such additional terms or conditions. 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.



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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 EPDM butyl flashing tapes applied with EPDM Primer or urethane-based caulking. 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.