



BaySystems NorthAmerica

LIMITED WARRANTY

Building Owner: _____

Warranty No.: EXAMPLE

Building Identification/Address: EXAMPLE

Warranty Period: Ten (10) Years

Roof Size: _____

Date of Completion: _____

Installed by: _____

BaySystems North America (BSNA) **WARRANTS** that for a period of **10 years from the date of completion** listed above, the roof system installation described in this warranty **will not leak water through the system due to:**

- 1) Ordinary wear and tear by the elements, or
- 2) Improper workmanship in installation of the Roofing System and that it shall for the **WARRANTY PERIOD**, repair any such leaks at no expense to the owner.

BSNA requires that all roofing materials have been installed according to BSNA's published specification guide. This 10 year warranty shall be contingent upon a mandatory 20 dry mil coating thickness of BSNA silicone elastomer.

THE WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

EXCLUSIONS AND LIMITATIONS

BSNA shall not be liable under this agreement or otherwise for damage to the Roofing System, property, building or contents caused by:

- 1) Fire, cracks, or openings in the Roofing System substrate; settling, distortion or other failure of the building structure; faulty, defective or improper building or structure design; natural causes including but not limited to floods, lightning, wind storms, hail, cyclones, hurricanes, tornadoes, earthquakes or other Acts of God or extraordinary or unusual events.
- 2) Vandalism, penetration, damage or attack by third parties, foreign objects or agents, including plant or animal life.
- 3) Alterations or additions to, encroachment upon, or erection of structures on Roofing System unless performed by an Authorized Qualified Applicator or otherwise approved in advance in writing by BSNA; or any use of the Roofing System other than for its intended purpose.
- 4) Failure of the Owner or Lessee to use reasonable care in maintaining the roof. Said maintenance to include, but not be limited to those items listed on the BSNA Silicones Care and Maintenance Information sheet which accompanies this Warranty.
- 5) Color changes in the Roofing System due to dirt accumulation or normal weathering.
- 6) Temporary repairs to the Roofing System made by non-BSNA approved personnel.

The obligations set forth herein shall constitute the sole and exclusive liability of BSNA, and remedy of owner, for the Roofing System, its application, maintenance, repair and replacement. In no event, whether based on contract, warranty, negligence strict liability or otherwise, shall BSNA be liable for expenses for other work, loss or profit, and special, consequential, incidental or exemplary damages of any nature.

All BSNA obligations will terminate and Owner will be responsible for ALL damages if OWNER fails to follow WARRANTY SERVICE PROCEDURES set forth below.

Warranty Service Procedures

- a) Owner will immediately notify BSNA and QA of any claimed roof system failure.
- b) Owner will confirm oral notice of claimed roof system failures to BSNA in writing by certified mail to BSNA PRIOR TO THE WARRANTY EXPIRATION DATE.
- c) Owner hereby gives BSNA the right to inspect or have inspected the System and/or other areas specified for both covered and excluded roof system failures.
- d) Owner will immediately authorize implementation of BSNA repair recommendations for both covered and excluded roof system failures and will immediately confirm this authorization in writing.
- e) Owner shall pay cost of repairing all excluded roof system failures.

Transferability

This warranty is transferable only (1) to the Owner of the building; (2) if BSNA is notified at the time of the sale; (3) if BSNA is satisfied that the intended use of the property by the transferee will not impair the roof system; and (4) if BSNA acknowledges, in writing, transfer of this warranty to the new Owner.

Arbitration

Any claim controversy between or among the parties arising out of or relating to the roofing system application described herein shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction.

Note: Warranty not in effect unless signed by authorized BSNA representative and payment has been made in full for all invoices.

By: EXAMPLE
Title:

Signature: _____
Date: _____