



10 YEAR

NON-PRORATE LIMITED ROOF WARRANTY

Customer Name: _____
Project Name: _____
Project Address: _____
Building Area: _____
Area Warrantied: _____
Date of Warranty: Issued _____ Expires _____

I. WHAT THIS WARRANTY COVERS:

- (a) Jackson Roofing Solutions (JRS) warrants to the purchaser ONLY that JRS will repair any leaks defects in the material or workmanship in the roof services performed by JRS, to the building noted above for the period of time, noted above, from the Warranty Date. If JRS determines that the leaks in the roof are caused by defects in the materials or workmanship supplied by JRS Purchaser's remedies and JRS's liability shall be limited to JRS's repair of the roof. The value of JRS's services performed under this Warranty shall not exceed the original cost of the roofing services to the Purchaser.
- (b) Purchaser shall notify JRS 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, JRS will arrange to inspect the roof system and,
 - (i) If the leaks are the responsibility of JRS under this Warranty, JRS will take prompt, appropriate action to return the roof system to a watertight condition
 - (ii) if the leaks are not the responsibility of JRS under this Warranty, JRS may, at the Purchaser's request, advise the Purchaser within a reasonable time of the minimum repairs that JRS believes are required to return the roof system to a waterproof condition. If the Purchaser, at its expense, promptly has such repairs made to the roof system by or with the approval of JRS, This Warranty will remain in effect for the unexpired portion of the term. Failure to make these repairs in a timely and reasonable fashion will void any further obligation of JRS under this Warranty as to the damaged portion of the roof 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 JRS to repair the roof system, or any part if the roof system in the event of:

- (a) Damage to the roof system by any acts of negligence, accidents, misuse or abuse caused by the Purchaser or persons other than JRS, or beyond JRS'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 disturbance, 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 lightning, wind speeds 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 system was applied (unless provided by JRS) 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 JRS.
- (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, or damage to the roof because of moisture entering the roof system through walls, or any other part of the building structure.
- (d) Damage caused by changes in building usage which ad 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 JRS or without the prior written approval of JRS.
- (f) Damage to the roof due to 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 visible appearance or other aesthetics.

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 the Purchaser to perform any of its obligations under this Warranty shall terminate any liability of JRS for any warranty obligations of any nature whatsoever.

- (a) Purchaser shall pay invoice issued by JRS for installation, materials and services, in full and when due, and shall not offset any claims that the Purchaser may allege against JRS against any amounts due on JRS'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 JRS access to the Building during business hours to make inspections.
- (d) Purchaser shall obtain prior written authorization from JRS to make alterations or repairs to or through the roof installed by JRS, 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 determined to and/or cause deterioration of the roof system.

IV. EXCLUSIVITY OF WARRANTY AND LIMITATION OF REMEDIES:

- (a) JRS EXPRESSLY DISCLAIMS ALL XPRESS OR IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERANTABILIY AND FITNESS FO A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTY. THIS EXPRESS LIMITED WARRANTY CONTAINS THE SOLE AND EXCLUSIVE WARRANTY AND REMEDY OF PUCHASER AGAINST JACKSON ROOFING SOLUTIONS. THERE IS NO EXPRESS WARRRANTY OTHER THAN THAT STATED IN THIS WARRANTY.
- (b) This Warranty does not cover, and in no case shall JRS be liable for, an 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 the third parties including customers, the cost of repairing and/o replacing other property when the roof services do not perform as warranted, 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 purpose.
- (c) Purchaser assumes all risk in connection with the existence, growth or presence of mold, mildew, fungi, microbe, spore, mycotoxin or other similar microbial condition in, though or around the roof, roofing system, or building at any time. This Warranty does not apply to, and in no event shall JRS 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 mold, mildew, fungi, microbe, spore, mycotoxin or other similar microbial condition in, though 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, an inspection of the roofing system by a JRS representative an fees will apply to any re-issuance. JRS reserves the right, at its discretion, to refuse this warranty.

V. TIME LIMIT FOR BRING SUIT:

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

VI. MISCELLANEOUS:

- (a) If at any time JRS does not enforce any of the terms, conditions, or limitations stated in this Warranty, JRS 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 a third party.
- (b) This Warranty is issued at the offices of Jackson Roofing Solutions in Jackson, Georgia and accordingly is governed by Georgia law. Jurisdiction and venue of any dispute arising under/or pursuant to the terms of this Warranty shall be vested in the courts sitting in Butts County, Georgia.
- (c) This Warranty Agreement is understood to be the complete and exclusive warranty agreement between the Purchaser and Jackson Roofing Solutions, 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 o contradictory warranty terms or conditions stated in Purchaser's purchase order/acceptance documents or other written communication, shall not be valid or binding upon JRS under any circumstances, unless specifically adopted and approved by written response from JRS; the failure of JRS to respond shall be deemed a denial of any such additional terms of conditions. No representative of JRS 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 be made by a JRS Corporate Officer.

NON-PROBATED 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 in this Warranty that are the responsibility of the Purchaser. In order to insure that JRS roof system continues 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 semi-annually. 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, counter flashing, caulking, mortar joints and any loose stone or coping.
4. All metal curbs and pipes, counter flashing and other small maintenance items must be kept water tight at all times. Examine all metal flashings and valleys for rust and damage.
5. Examine the edges of the roof and roof top 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 paths 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 in addition to your building, contact your JRS representative for coordination of the installation with the JRS 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. JRS must be immediately notified if such action is taken.
6. Remember that JRS must perform all repairs to the JRS roof system or approve in advance any repairs made by another contractor to the JRS roof system.
7. If you experience a roof leak call your JRS representative.

