



## Peak Advantage Guarantees

### 1.0 JM Peak Advantage Roofing Contractor

**1.1** JM does not design, install or construct commercial/industrial roofs, nor do we own an interest in any firm that does. Thus, except under the terms of a JM Peak Advantage Guarantee, we cannot be responsible for the design of the roofing system, or any roofing contractor's workmanship in the repair/installation of the roofing system.

**1.2** We do maintain a list of contractors, called JM Peak Advantage Roofing Contractors, who are eligible to install and to repair JM guaranteed roofs. **THE NAME "APPROVED ROOFING CONTRACTOR" MERELY IDENTIFIES AN INDEPENDENT CONTRACTOR CONSIDERED ELIGIBLE TO APPLY FOR A PEAK ADVANTAGE ROOF GUARANTEE AND IN NO WAY DESIGNATES THE CONTRACTOR AS AN AGENT FOR JM. JM ROOFING CONTRACTOR APPROVAL IS SPECIFIC TO THE ROOFING SYSTEM TYPE, I.E., PVC, TPO AND EPDM. NO DOLLAR LIMIT (NDL) GUARANTEES ARE ONLY AVAILABLE THROUGH NDL DESIGNATED CONTRACTORS.**

**1.3** The Approved Roofing Contractor must notify JM in writing at least two weeks before starting any roof that requires a Peak Advantage Guarantee. All JM requirements must be met before a guarantee will be issued.

### 2.0 Peak Advantage Guarantees

**2.1** JM offers roof guarantees on the roofing systems published in this manual. Contact the local JM Roofing Systems representative for current guarantee information. Guarantees are limited to the 50 United States, Canada and Mexico. Some restrictions or special requirements may apply on installations in Alaska and Hawaii. Contact a JM Technical Services specialist for specific details about applications in these areas.

**2.2 What Is a Roof Guarantee?** An agreement between the owner and JM that assures the owner that JM, under the roof guarantee agreement, is responsible for keeping the roof in a watertight condition if leaks occur solely as a result of normal deterioration of the JM materials or poor workmanship in applying Johns Manville materials or products. The obligation under the guarantee is limited to a specific number of years and, except in the case of No Dollar Limit Guarantees, a specified maximum monetary amount.

**2.3** If a Peak Advantage Roofing Systems Guarantee is to be issued, the JM Approved Roofing Contractor must obtain authorization from JM before roofing application begins.

**2.4** Once a JM Roofing System has been installed by a JM Approved Roofing Contractor and is inspected and approved by a JM representative, JM may issue a Peak Advantage Guarantee. The guarantee will be delivered to the roofing contractor, for a charge based upon the fee schedule in effect when the application is received.

**2.5** JM's obligation under the guarantee relates solely to Johns Manville materials as specified in the guarantee, supplied by JM and identified as JM on the original, unopened packaging. Any damage to the roofing system caused by performance of, application of or compatibility with materials not sold or supplied by JM is not covered under the terms of the guarantee. The roofing guarantee

terminates if the term of the agreement expires, the maximum monetary amount of the liability is expended, or any alterations, additions or repairs are made to the roof structure without prior written approval from JM. The guarantee may also be terminated at any time by mutual consent of the building owner and JM.

**2.6** JM will not be responsible for failure of the roof, or its roofing products, or for direct or consequential damage except as is expressly stated in the applicable guarantee. The roofing specification provided by JM is for guidance only and **JM will not accept any responsibility for design or construction of the building.**

**2.7** The roof guarantee as issued by JM may provide the same type of coverage for the flashings if constructed in accordance with the published flashing specifications and specified in the guarantee. Only those flashings which are constructed in accordance with JM specifications may be included in the guarantee. **Gravel stops, curb details or flashings incorporating metal not supplied by JM will be excluded from guarantee coverage.**

**2.8** JM Expand-O-Flash and Presto Lock Fascia and Coping Systems may be included in the guarantee, if installed according to JM published specifications, factory-fabricated intersections are used and they are specified in the Guarantee. Under the same conditions, Flex-I-Drain and FP-10 One-Way Roof Vents may also be covered in the guarantee.

**2.9** THE ROOF GUARANTEE PERIOD WILL COMMENCE ON THE DATE THE INSTALLATION OF THE ROOF IS COMPLETED.

**2.10 What Does It Promise?** The Peak Advantage Guarantee promises that for a defined period of time JM will pay for repairs to stop leaks resulting from natural deterioration of the materials or poor workmanship in applying the guaranteed materials. The owner agrees to notify JM in writing of any defects or of any proposed changes to the roof, and also agrees to properly maintain the roof.

**2.11** The Peak Advantage Guarantee covers leaks from the following causes except where caused by the exclusions set forth in Paragraph 2.12.

- A. Natural deterioration of the membrane.
- B. Natural deterioration of the membrane flashings.
- C. Natural deterioration of the roof insulation, if the insulation is supplied by JM.
- D. Splits, unless due to movement or failure of the substrate, abuse or negligence.
- E. Buckles and wrinkles.
- F. Workmanship in application of the roofing membrane.
- G. Workmanship in application of the membrane flashing.
- H. Workmanship in application of the roof insulation, if insulation is supplied by JM.
- I. Repairs due to local wind gusts less than, or equal to 55 mph (88 km/h).
- J. Fishmouths.
- K. Blisters and bare spots.
- L. Ridges.
- M. Slippage of the roof membrane or flashing.



## Peak Advantage Guarantees

### 2.12 What Repairs and Costs Does It Exclude As Shown in the Guarantee?

- A. Roof maintenance for corrections of conditions other than leaks covered under the guarantee. Roof coatings are maintenance items and should be recoated every two to five years, or as needed.
- B. Natural disasters such as, but not limited to, windstorm, hail, flood, hurricane, lightning, tornado, earthquake, vermin, or other phenomena of the elements.
- C. Structural defects or failures.
- D. Damage to building or its contents.
- E. Changes in building usage (including vegetative and solar overlays) unless preapproved by JM in writing.
- F. Damage resulting from any new installation on, through or adjacent to the roofing membrane.
- G. Repairs or other applications to the membrane or flashing after date of completion unless performed in a manner acceptable to JM.
- H. Damage to, or resulting from, any material used as a roof or wall base over which a JM roof system is applied.
- I. Damage to, or resulting from, any material used as insulation unless the insulation is supplied by JM.
- J. Damage resulting from foot traffic or storage of material on the roof surface, or any physical abuse.
- K. Damage resulting from infiltration of moisture in, through or around walls, copings, penetrations, building structure or underlying or surrounding areas.
- L. Damage due to improper drainage (ponding water) on all systems except PVC and TPO membranes.
- M. Damage due to movement or deterioration of non-JM metal components adjacent to or incorporated into the roof.
- N. Condensation.
- O. Performance of pre-existing materials that predate a re-cover.
- P. Any other exclusions contained in the most current JM Peak Advantage Guarantee document.

**2.13 Limitations of Damages.** JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

**2.14** JM's exclusive responsibility under the Peak Advantage Guarantee is to make repairs that may be necessary to maintain the roofing system in a watertight condition.

**2.15** JM and its affiliates will not be liable for any incidental or consequential damages to the building structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience. JM and its affiliates will not be liable for any damages which are based upon negligence, breach of warranty, strict liability or any other theory of liability other than the exclusive liability set forth in this guarantee. Incidental and consequential damages will not be recoverable even if the remedies or the actions provided for herein fail of their purpose.

**2.16** JM will issue a guarantee only when the requirements for the guarantee program are met. We will not issue a letter of deck acceptance, acceptance of application or any other supplementary letters. No person is authorized to issue any letter of specification deviations except the appropriate JM Technical Services Specialist, Technical Lead or Regional Technical Services Manager.

**2.17** There is no limit to the number of buildings that can be included under one guarantee, if they all have the same owner, are at the same site, are completed within 12 months, all qualify for the same guarantee, and all buildings can be inspected at the same time. A single guarantee charge or minimum charge, whichever is greater, will apply to the total area involved.

**2.18** The guarantee is solely for the benefit of the named building owner, but may be transferred by JM at its sole discretion under conditions set forth in the guarantee. Contact a JM representative for details.

### 2.19 What If No Guarantee Is Purchased?

When no guarantee is purchased, JM will not: (a) write or sign letters stating our representatives have examined plans, details or specifications which are acceptable for the receipt of JM roofing and flashing systems, or (b) write or sign letters stating that a roof has been applied according to JM specifications or recommendations for either guaranteed or non-guaranteed jobs, or (c) orally issue any guarantee or Product Warranty other than the published Product Warranty, or (d) inspect or comment on the application of the roof. In addition, JM will not accept Notices of Award of Contract which indicate that the owner or architect has the option to accept or reject the guarantee upon completion of the roof.

### 3.0 What Types of Peak Advantage Guarantees Are Available?

JM offers a complete line of guarantees for all bituminous and single ply systems. The Peak Advantage Guarantee covers defects in our materials and/or the workmanship of the JM Approved Roofing Contractor that result in roof leaks. All JM materials installed according to our requirements may be covered under the guarantee. These materials include membranes, roof insulation, flashing materials, Expand-O-Flash expansion joint covers, Presto-Lock Fascia and Coping Systems — THE WHOLE SYSTEM! Vapor retarders may also be covered when JM products are used. Guarantees range in coverage time from 5 to 30 years, and the total expenditure per square for repairs varies from the Original Installed Cost (OIC) to NO DOLLAR LIMIT (NDL). These guarantees are called the Peak Advantage Guarantees. Guaranteed roofing systems must be applied by a JM Approved Roofing Contractor specifically designated as approved to install Peak Advantage NDL guaranteed roofs.

### 3.1 Peak Advantage Guarantees

To obtain a guarantee, all roofing system applications must be approved prior to installation by a JM Technical Services specialist. **The 5-, 10- and 15-year guarantees can be used on new, tear-off or re-cover roofs, while the 20-, 25- and 30-year guarantees are only available for new roofs or the complete tear-off of the existing old roof.** Retrofit installations must have a nondestructive moisture analysis conducted, supplemented with destructive testing to determine wet and damaged roof materials. All such materials must be removed and replaced prior to installation of the new roof. Blisters, buckles and ridges shall be cut and patched to provide a reasonably level substrate surface. All guarantees require the use of JM roof insulation when roof insulation is used. The use of non-JM insulation must be accepted in writing by the JM Technical Services Department. Contact a JM Technical Service Specialist for specific approvals.

### 4.0 What Are the Eligible Conditions?

This manual clearly differentiates between **requirements** and **recommendations**. This manual has been written to assist the specifier to develop a comprehensive bid package. The information is presented in an explanatory fashion rather than the authoritative, instructive manner commonly utilized in construction specifications. When experience, technical knowledge or established testing procedures support a policy or position, it is clearly identified (i.e., “JM **requires**” or “is not acceptable”). When the use of a particular product or practice is undesirable or questionable, the reference is stated as an opinion rather than an absolute fact (i.e., “JM **recommends**” or “JM suggests”). It is mandatory that all requirements be complied with; however, it may not be necessary to follow all recommendations to qualify for a guarantee.

### 4.1 JM Will Not Issue Any Guarantee on Any Roof Assembly over the Following:

- A. Cold storage buildings, unless a ventilated plenum isolates the cold storage area from the roofing system and substrate.
- B. Insulation other than JM Fesco Board, Tapered Fesco Board, Fesco Foam, Tapered Fesco Foam, ENRGY 3, Tapered ENRGY 3, ½" Retro-Fit Board, Invinsa Roof Board or other insulations approved, in writing, by JM.
- C. An existing roof membrane without a layer of JM insulation under the new assembly.
- D. Private residences.
- E. Storage silos and heated tanks.
- F. Structures outside the U.S., Canada or Mexico.
- G. Conduit or piping between the roof deck and roofing membrane, unless the conduit or piping is installed in the channels of the deck or the space between the conduits is filled with an approved insulation, so a full and uniform thickness of insulation covers the entire deck surface and conduits.
- H. A roof or any area of a roof that is not readily accessible for inspection.
- I. A roof where harmful residue deposits may damage the roof membrane, such as soybean, milk or other processing plants.
- J. Paper mills or other high moisture-producing process facilities that remain in operation and exhaust moisture vapor in the vicinity of the roofing application.

**4.2 Roof system requirements may vary for special roofing situations. All requests for modification to published specifications must be submitted to JM Technical Services for approval and acceptance in writing prior to application.**

**4.3** Before roofing over nonstandard substrates or unusual shapes such as domes, etc., obtain approval from JM as to the roofing specification and method of application to use.

**4.4 Drainage:** Design and installation of deck and/or roof substrate must result in the roof draining freely to outlets numerous enough and so located as to remove water promptly and completely. Areas where water ponds for more than 24 hours are unacceptable and will not be guaranteed on systems other than PVC and TPO.

### 5.0 Inspections

**5.1** JM will inspect only those roof installations which are to be guaranteed and only if a guarantee is registered.

**5.2** JM reserves the right, however, to waive inspection on guaranteed roofs when, in our opinion, inspection is not necessary or the building site is remote from a company location. In such cases, the owner or designer may request a special inspection for which JM may charge an additional fee. If our representative observes conditions on the job site which do not conform to the requirements for the application of a JM guaranteed roof, the representative will point out such conditions to the roofing contractor or the architect's representative. The fact that an owner, architect or contractor requests or specifies a guarantee be furnished does not obligate JM to furnish the guarantee, if all the requirements of the guarantee are not met.



## Peak Advantage Guarantees

### Guarantee Terms and Conditions

The Peak Advantage Guarantees only guarantee to maintain the roofing system in a watertight condition for the term of the guarantee. See a specimen copy of the guarantee certificate for more details.

All prices by JM are subject to change without notification. Any changes to the conditions and terms of the Peak Advantage Guarantees must be approved, in writing, by the Manager, Technical Services, or authorized delegate, located at the Johns Manville headquarters in Denver, Colorado.

To qualify for a Peak Advantage Guarantee, all appropriate roofing specifications must be followed. Unless otherwise stated, the specification must be approved for the geographical region in which it is installed. All deviations MUST be approved prior to installation by the Manager, Technical Services, or authorized delegate.

Peak Advantage Guarantees may only be issued when the roofing system is installed to the satisfaction of JM, by an Approved Roofing Contractor, approved to apply the subject roofing system, in accordance with the appropriate specification(s). All components supplied by JM are covered under the guarantee, including membrane, insulation, flashing and accessories.

The roofing contractor must indicate, at the time of application for the guarantee, the type of guarantee required. JM will not issue any guarantee other than the type(s) being requested at that time. Roofing contractors should check the project specifications carefully for guarantee requirements before bidding any project. Guarantees will not be considered unless the Pre-Installation Notice (PIN) is received by JM, or submitted in JM Connexus, at least 14 days prior to the start of roof application. The full amount of the guarantee charge is payable with the Completion Notice. If JM refuses to issue the guarantee for any reason, the guarantee charge will be refunded, less an administrative and service charge. Reissuance of a guarantee certificate shall carry a **\$250.00** charge. The guarantee becomes effective (1) when it is delivered to the owner; and (2) all bills for installation, materials and services have been paid in full to the Approved Roofing Contractor and to JM. Until that time, this guarantee is not in force and has no effect – JM is under no obligation whatsoever to perform any services/work.

JM reserves the right to make reasonable charges, in addition to the regular guarantee charge, for inspection service when the project location is remote and where unusual expense is incurred in making the required inspections. No guarantee will be issued outside the continental United States, Mexico and Canada. Guarantee charges are subject to change without notice.

Except in unusual circumstances, to be approved at the sole discretion of JM, if the guarantee request is cancelled once the inspection procedure has been initiated, JM will retain the current published fee as reimbursement for administrative and inspection expenses incurred.

For any questions about approved substrates, or any other questions regarding guarantees and systems, contact a JM Technical Services specialist.

To determine the total guarantee charge, total the squares of roof and multiply by the applicable charge. If the resultant total is less than the minimum, then the minimum charge will apply.

Guarantees are solely for the benefit of the identified building owner and will be transferred by JM, at its sole discretion, only after conducting an inspection, accepting the roof for transfer, and receiving payment of an administrative fee (1 - 500 squares: \$750; 501 - 1,000 squares: \$1,000; over 1,000 squares: \$0.01 per square foot), delivered to JM no later than 30 days after building ownership transfer. If, upon inspection, JM representatives find deficiencies in the roofing system, the owner will have 60 days to correct the deficiencies to JM specifications at its expense, for the building to be eligible for guarantee transfer.

There is no limit to the number of roofing systems on separate buildings that may be covered under one guarantee, provided that the following conditions are met: (1) All buildings are on the same site, (2) All the buildings have the same owner, (3) All the roofing systems are completed within a twelve (12) month period by the same Approved Roofing Contractor, (4) All the roofing systems qualify for the same type of guarantee, (5) All other provisions and requirements for a JM guarantee are met.

Waiver by JM of any breach of the terms and conditions contained herein shall not constitute a waiver of any subsequent breach.