

Sika Sarnafil Inc.

World Class Roofing and Waterproofing

10 Year Standard Warranty

Warranty Serial No.: SAMPLE

SIKA SARNAFIL ROOFING WARRANTY FOR COMMERCIAL BUILDING

Building Owner: SAMPLE
Building Name: SAMPLE
Building Address: SAMPLE
Date of Substantial Completion: SAMPLE
Date of Inspection: SAMPLE
Contractor: SAMPLE

Used as: SAMPLE
Area Warranted: SAMPLE sq. ft.
By: SAMPLE
Telephone: SAMPLE

Sika Sarnafil Inc. ("Sika Sarnafil"), warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations stated herein, Sika Sarnafil will repair leaks originating from the Sarnafil Roofing Membrane or Sika Sarnafil Roofing Accessories installed according to Sika Sarnafil's Technical instructions by a Sika Sarnafil Authorized Roofing Applicator for a period of 10 (ten) years commencing with the date of substantial completion of the installation of the Roofing Membrane.

TERMS, CONDITIONS, LIMITATIONS

- Owner shall notify Sika Sarnafil on the first business day immediately following the discovery of each leak in the Roofing System and confirm in writing within one week.
- If on Sika Sarnafil's inspection, Sika Sarnafil determines that the leak is caused by a defect in Sarnafil's Roofing Membrane or Accessory provided by Sika Sarnafil to the Applicator for this building or from a defect in the Sika Sarnafil Authorized Applicator's workmanship applied to that Sarnafil Membrane, except as provided in the following paragraph three (3) Owner's remedies and Sika Sarnafil's liability shall be limited to Sika Sarnafil's repair of the Roofing Membrane or Accessory.
- This warranty does not apply and may be null and void if any of the following occur:
 - The Roofing Membrane or Accessory is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, windstorm in excess of sixty mph, hurricane, or tornado, or;
 - The Roofing Membrane or Accessory is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war, or;
 - A deficient pre-existing condition or equipment is causing water entry, or;
 - There are any alterations or repairs made on or through the completed roof, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed roof without first obtaining written authorization from Sika Sarnafil, or;
 - Failure by the Owner or his lessee to use reasonable care in maintaining the roof as described in the Owner's Guide provided with this warranty, including that of sealants and caulking, or;
 - A significant change in the use of the building by the Owner or his lessee expected by Sika Sarnafil to effect the Roofing Membrane as originally installed, or;
 - Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind blown objects, or;
 - Should building be a freezer or cooler; condensation accumulates in the roof assembly due to incorrect design or due to a reduction in the vapor barrier effectiveness, or;
 - The Owner fails to comply with every term and condition stated herein.
- During the period of this warranty, Sika Sarnafil, its agents and employees, shall have free access to the roof during regular business hours.
- Should the Roofing Membrane be concealed, the cost of exposure of the Roofing Membrane for purposes of Sika Sarnafil's investigation and/or repair, such as removal and replacement of any paving or overburden, shall be the Owner's responsibility.
- Sika Sarnafil shall have no obligation under this warranty until all invoices for materials, installation, and services have been paid for in full.
- Sika Sarnafil's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
- This warranty is extended solely and exclusively to the owner of the Building at the time the Sarnafil Roofing System is installed. It does not extend nor is it otherwise assignable or transferable to any other party unless approved in advance and in writing by Sika Sarnafil and the costs to process the transfer and to inspect and repair the Sika Sarnafil Roofing System, if necessary, are paid for by the original owner.
- The Owner and Sika Sarnafil hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Warranty, or the alleged breach thereof, or to any contracts between the owner and Sika Sarnafil, or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the Sika Sarnafil Roofing System, shall first be submitted to non-binding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the American Arbitration Association. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules. Any such mediation and/or arbitration shall take place in Boston, Massachusetts. This Warranty, and any claims, disputes or suits between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.
- THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND SIKA SARNAFIL SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING THE PRESENCE OF MOLDS, FUNGI, BACTERIA, SPORES, MYCOTOXINS OR THE LIKE OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGE TO THE BUILDING ON WHICH THE COMPONENTS OF THE ROOF ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE BUILDING OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS.**

NO REPRESENTATIVE OF SIKA SARNAFIL HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

Issued By: SAMPLE

This Warranty is effective from: SAMPLE

Authorized Signature: SAMPLE

Title: SAMPLE Date: SAMPLE

Through: SAMPLE

