



ROOF MEMBRANE/SYSTEM GUARANTEE

Guarantee No.:
Guarantee Date:

SIPLAST, INC. has sold materials which have been used in applying a Roof Membrane/System (comprised solely of the Siplast, Inc. Roof Membrane, Rigid Roof Insulation designated as Paratherm Polyisocyanurate and/or Siplast Wood Fiberboard and/or DensDeck, DensDeck Prime or DensDeck DuraGuard, and Parafast Fasteners and/or Para-Stik Insulation Adhesive) to a building owned and described as follows:

OWNER:

ADDRESS OF OWNER:

JOB NAME & AREA:

ADDRESS OF BUILDING:

SAMPLE

ROOF SYSTEM:

ROOF DECK:

ROOF INSULATION:

ROOF AREA:

ROOFING CONTRACTOR:

COMPLETION DATE:

SAMPLE

USE OF BUILDING:

SIPLAST HEREBY GUARANTEES TO THE ABOVE OWNER, subject to the terms, conditions and limitations stated herein, that the Roof Membrane/System (comprised solely of the SIPLAST Roof Membrane, Paratherm and/or Wood Fiberboard and /or DensDeck, DensDeck Prime or DensDeck DuraGuard, Parafast Fasteners and/or Para-Stik Insulation Adhesive) at the above building will remain in a watertight condition for a period of 20 years, commencing with the date hereof; or SIPLAST, will repair the Roof Membrane/System at its own expense.

A. TERMS AND CONDITIONS

This Guarantee shall be subject to the following additional terms and conditions.

- a. The Roof Membrane is installed according to SIPLAST specifications;
- b. The Rigid Roof Insulation is installed according to SIPLAST specifications;
- c. The installation of the Roof Membrane and Roof Insulation is by a roofing contractor approved in advance by SIPLAST;
- d. The use of SIPLAST materials has been approved in advance by SIPLAST.

B. NOTICE OF CLAIM

Any claim hereunder shall be deemed waived unless the Owner shall have given SIPLAST written notice thereof within thirty (30) days after a leak is discovered or should by reasonable diligence have been discovered.

C. EXCLUSIONS FROM COVERAGE

This Guarantee does not cover leaks or failure of the Roof Membrane/System to perform as guaranteed herein resulting from occurrences beyond the control of SIPLAST including but not limited to:

1. Damage to the Roof Membrane/System caused by lightning, windstorm, hail, earthquake, tornado, hurricane, flood, malicious mischief, vandalism, chemical or organic deposits or other unusual occurrences.
2. Damage to the Roof Membrane/System caused by (i) abuse or abnormal use of the roof or Roof Membrane/System or (ii) any deliberate or negligent act in maintaining the roof.
3. Damage to the Roof Membrane/System caused by unauthorized repairs, alterations or modifications, or subsequent work on or through the roof done without prior written approval by SIPLAST of the methods and materials to be used.

4. Damage to the Roof Membrane/System caused by structural defects or failures (including, but not limited to, settling or shifting of the building, and cracking or movement of girders, beams, partitions or foundations) or defects or failure of any substrate component, including defects in application of any substrate component to which the Membrane/System is installed.

5. Damage to the Roof Membrane/System caused by falling objects.
6. Damage to the Roof Membrane/System caused by movement of metal work used in conjunction with the Roof Membrane/System.

7. Damage to the Roof Membrane/System caused by installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, framework for signs, water tower or other installation on the roof after the installation of the Roof Membrane without a prior written approval by SIPLAST of the methods and materials to be used.

8. Damage to the Roof Membrane/System resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.

9. Damage to the Roof Membrane/System caused by a change in use of the building without prior written approval of SIPLAST.

10. Damage to the Roof Membrane caused by ponding of water or other conditions resulting from improper drainage.

D. LIMITATION OF LIABILITY

SIPLAST shall be liable only for the cost of repair of such existing Roof Membrane/System by a SIPLAST approved contractor and will not be liable for damages to other components of the roof assembly or the building or the contents or for consequential damages. The expense of removing and replacing traffic surfaces built over the roof shall be borne by the Owner.

It shall be a condition to the liability of SIPLAST, hereunder that SIPLAST have access to the roof during business hours throughout the term of the Guarantee. This Guarantee will be subject to all costs of installation being paid, including those of the roofing contractor.

THIS GUARANTEE, AND THE STATEMENTS, OBLIGATIONS AND REPRESENTATIONS HEREIN CONTAINED, SHALL BE IN LIEU OF ANY AND ALL OTHER GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED GUARANTEE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SIPLAST SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE BUILDING OR CONTENTS THEREOF, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PENAL DAMAGES. SIPLAST AGENTS HAVE NO AUTHORITY TO GIVE GUARANTEES BEYOND THOSE PROVIDED IN THIS GUARANTEE.

SIPLAST, INC.
SAMPLE

By: James N. Mollenhoff, President

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