

20-YEAR NDL Warranty

Warranty No. _____

15 Years Consequential Damages And 5 Years Material and Labor

I. TERMS and CONDITIONS

Duro-Last®, Inc., (“Duro-Last”), grants this No-Dollar Limit (“NDL”) Warranty (“Warranty”) to the owner of a building (“Owner”) containing a **Duro-Last Roofing System (“Duro-Last System”)** installed by a Duro-Last authorized Dealer/Contractor (“Contractor”), subject to the conditions and limitations contained herein. Duro-Last’s obligation during the 1st through 20th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Owner acknowledges that Duro-Last is the manufacturer of the Duro-Last System, and is not responsible for compliance with any applicable building codes or regulations. Duro-Last’s obligation includes, at Duro-Last’s sole discretion, either the repair or replacement of all or any part of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System. Duro-Last reserves the right to determine the appropriate repair or replacement product, including the manner or method of any repairs or replacement. The foregoing shall be the only remedies to the Owner under this Warranty, provided that each of the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative (“Duro-Last QA Tech Rep”). Owner acknowledges that the Duro-Last inspection is only to determine if the Duro-Last Warranty may be issued, and is not an inspection to determine compliance with any applicable building code or regulation pertaining to the building;
- C. The Owner must exercise reasonable and diligent care in the maintenance of the Duro-Last System by conducting good general roof maintenance in accordance with the attached Care and Maintenance Guide, which can also be located at www.duro-last.com/duro-last/careandmaintenance;
- D. The Owner has notified Duro-Last within 72 hours of the discovery of any leak, failure, emergency repairs or any other alleged Duro-Last System defect. Owner must notify Duro-Last by e-mailing ws@duro-last.com, or by calling the Duro-Last Warranty Services Department at 1-866-284-9424. If upon Duro-Last’s inspection Duro-Last determines that the reported leak, failure or defect is not covered by the Warranty, then the Owner shall be responsible for all direct expenses incurred by Duro-Last to conduct the inspection;
- E. The Owner allows Duro-Last’s QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner’s expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- F. Duro-Last authorizes the repair and, at Duro-Last’s option, either Duro-Last’s QA Tech Rep(s) or an authorized Contractor makes the repair.

II. LIMITATIONS and EXCLUSIONS

- A. This Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from the design or construction of the building or roof assembly aside from the Duro-Last System. Duro-Last shall not be liable for any condensation in the building or roof assembly or any design defects that result in water penetrating into the building. Duro-Last shall not be liable for any damage to the building or leaks caused by inadequate or insufficient drainage.
- C. Duro-Last shall not be liable for any other products aside from the Duro-Last System.
- D. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last’s control including, but not limited to:
 - 1) Damage caused by winds in excess of 55 mph measured in 3 second gusts at 10 meters (33 feet) high, fire, lightning, hurricane, hail, tornado, flood, earthquake, animals, insects; or
 - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by rooftop traffic, or by chemicals not normally found in nature or the like; or
 - 4) Construction generated moisture, condensation or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings; or
 - 5) Incompatible substrates or materials not supplied by Duro-Last that come into contact with the Duro-Last membrane.
- E. Duro-Last does not warranty the watertightness of tie-ins to 1) a standing seam metal roof or 2) any other roofing system.
- F. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- G. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System. Further, Duro-Last shall not be responsible for any changes in appearance or aesthetic surface imperfections.
- H. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- I. Owner must notify Duro-Last in advance of any material change in the building’s use or purpose. Duro-Last reserves the right to void this Warranty if in Duro-Last’s sole discretion, the change in the building’s use or purpose adversely affects the Duro-Last System’s ability to perform as originally installed.
- J. This Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last’s sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last System prior to the transfer of this Warranty. The Owner (undersigned

OVER: CONTINUED ON BACK

below) must pay for any non-warranted repairs identified by Duro-Last during the pre-transfer inspection. A transfer of this Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

- K.** This Warranty must be signed by the Owner, the Contractor and a Duro-Last Quality Assurance Manager. Coverage under the terms of this Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this Warranty does not alter the Effective Date.
- L.** This Warranty shall be governed by the laws of the State of Michigan without regard to conflicts of law principles. Duro-Last and Owner hereby agree that any controversy or claims between them or involving the Duro-Last System in any way shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration hearing will be conducted in Saginaw, Michigan.
- M.** No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- N.** Duro-Last does not waive any rights under this Warranty by refraining from exercising its rights in full in one or more instances.

THIS WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT IS FOUND TO EXIST DESPITE THIS DISCLAIMER IS LIMITED IN DURATION TO THE TERM HEREIN. ALL CLAIMS INCLUDING NEGLIGENCE, PRODUCTS LIABILITY, OR FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.

FOR 15 YEARS FOLLOWING THE EFFECTIVE DATE, IN ADDITION TO THE REPAIR OR REPLACE REMEDY AVAILABLE TO OWNER, DURO-LAST WILL ALSO COVER REASONABLY FORSEEABLE CONSEQUENTIAL LEAK-RELATED INTERIOR DAMAGES TO THE BUILDING UP TO TWO MILLION (\$2,000,000.00) DOLLARS CAUSED BY A DEFECT IN THE DURO-LAST SYSTEM OR BY THE WORKMANSHIP OF THE CONTRACTOR, BUT ONLY AS THE WORKMANSHIP RELATES TO THE INSTALLATION OF THE DURO-LAST SYSTEM ITSELF AND NOT AS IT RELATES TO ANY OTHER WORK PERFORMED. THIS REMEDY IS SUBJECT TO ALL OF THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE. ALL OTHER DAMAGES ARE EXPRESSLY EXCLUDED. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR ANY DAMAGES TO THE CONTENTS WITHIN THE OWNER'S BUILDING, LOST PROFITS, LOST WAGES, LOST RENTS, LOSS OF USE OR ANY OTHER PECUNIARY DAMAGE. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 16th THROUGH 20th YEAR OF THIS WARRANTY, DURO-LAST SHALL ONLY WARRANTY THE WORKMANSHIP OF THE CONTRACTOR, AND THAT THE DURO-LAST PRODUCT MEMBRANE, MATERIAL AND ACCESSORIES WILL NOT BECOME DEFECTIVE.

THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any term or condition of this Warranty unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

**DURO-LAST[®], INC.
525 Morley Drive
Saginaw, MI 48601**

Name of Building

Address of Building

City, State & Zip of Building

Building Designation

Effective Date

Serial No.

Signature of Duro-Last Quality Assurance Manager

Signature of Owner

Owner (printed)

Signature of Contractor

Contractor (printed)

Square Footage

Warranty No.