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RPI RE-FLEX COATING LABOR AND MATERIAL WARRANTY

Building Address: _____
Street City State Zip

Building Owner: _____

Job Completion Date: _____ Square Feet: _____

Labor Warranty Term: 5 yrs. 10 yrs. System Applied Over: EPDM Metal

Subject to any terms and conditions contained herein, Roofing Products International, Inc. ("R.P.I.") warrants to the Building Owner ("Owner") that it will repair any leaks which occur during the warranty period due to a defect in:

- (1) any materials supplied or approved by R.P.I. which are incorporated into the RPI Re-Flex Coating system; and/or
- (2) the workmanship of the R.P.I. Registered Applicator.

R.P.I.'s duties and obligations under this warranty shall not extend beyond the specified warranty period. This warranty is further subject to conditions, exclusions and limitations stated below.

CONDITIONS EXCLUSIONS LIMITATIONS

1. This warranty is not a guarantee that your roof will never leak. It is an agreement by R.P.I. to repair any leaks caused by defects in the materials supplied or approved by R.P.I. and/or the workmanship of its registered applicator which occur during the warranty period.
NOTE: Materials for purposes of this warranty refers to any components supplied or approved by R.P.I.
2. This warranty does not apply to manufacture or performance defects in the original epdm system or metal roof system.
3. As a condition of this Warranty, within thirty (30) days of the discovery of any leaks in the Re-Flex Coating System the owner must notify R.P.I. in writing by certified mail return receipt requested at R.P.I.'s address listed above or any other address of which owner is notified by R.P.I. hereafter. By so notifying R.P.I. the owner authorizes R.P.I. or its designee to investigate the cause of the leak. If upon investigation R.P.I. determines that the leak is caused by a defect in the materials supplied or approved by R.P.I. or the workmanship of the registered applicator in installing the system, the owner's sole and exclusive remedy and R.P.I.'s liability shall be limited to the repair of the leak. Should the investigation reveal that the leak is caused by something other than the aforementioned causes, investigation and repair costs shall be paid by the owner. Failure by owner to pay for these costs shall render this warranty null and void.
NOTE: If a leak is determined by R.P.I. to be outside the scope of this warranty, R.P.I. shall advise the owner of the type and/or the extent of repairs required to be made at the owner's expense which, if the owner properly makes, will permit this warranty to remain in effect for the unexpired portion of its term. Failure by the owner to make these repairs in a reasonable manner within a reasonable time shall render this Warranty null and void.
4. R.P.I. shall have no obligation hereunder if the leaks or damages are caused by any of the following:
 - (a) Natural disasters or unusual natural phenomena including but not limited to lightning, gales, hail, hurricanes, tornadoes, earthquakes, acts God, negligent accidents, misuse, fire, vandalism, wars, civil disobedience; defects in the underlying material or structure; moisture condensation; engineering or structural flaws in building design; ponding water; usage or spillage of material or substances not compatible with RPI Re-Flex Coating, installation, modification or construction of any machinery ducts, vents, or openings in the roofing system; and/or holes, punctures, and lacerations caused by other trades, or usage.
 - (b) Failure by the owner, lessee, or other users of the building to use reasonable care in maintaining the roof, said maintenance to include, without limitations, compliance with the Re-Flex Coating Roofing Care and Maintenance Procedures outlined on the reverse of this warranty.
 - (c) Failure by the registered applicator to install the roofing system according to R.P.I.'s design specifications for installation.
 - (d) Failure of the owner to comply with every condition, exclusion or limitation herein.
5. R.P.I. shall have no obligation under this Warranty until all financial obligations owed to R.P.I., any R.P.I. agent, distributor, or representative, and/or the registered applicator have been met.
6. During the Warranty Period, R.P.I., its agents or employees shall have free access to the roof during regular business hours.
7. The failure of R.P.I. at any time to enforce any of the terms herein shall not constitute a waiver of its right to enforce any of the terms at any later time.
8. R.P.I. is the sole judge of any defect in the materials it supplies or approves and/or any defect in the workmanship of its registered applicator.
9. R.P.I. has no responsibility for any matter related to the design, engineering, or condition of the building owner's existing roof and/or roof deck or the compatibility or adaptability of its product to the owner's roof and/or roof deck. The utilization of an R.P.I. Re-Flex Coating System and its adaptability to the building shall be the sole determination of the owner, and/or owner's designee, and not R.P.I., or any R.P.I. agent, representative or distributor.
10. If the Re-Flex Coating System and/or roofing system are not installed according to R.P.I.'s design specification R.P.I.'s obligations under this warranty will be nullified.
11. This warranty is made for the exclusive benefit of the building owner and cannot be assigned.

R.P.I. DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT SUPPLIED OR APPROVED. R.P.I. SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT SUPPLIED BY R.P.I.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR THING OR OF MERCHANTABILITY. THIS LIMITED WARRANTY SHALL BE THE OWNERS SOLE AND EXCLUSIVE REMEDY AGAINST R.P.I. AND R.P.I. SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK.

THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN A WRITING SIGNED BY THE PRESIDENT OF R.P.I. OR A PERSON TO WHOM AUTHORITY HAS BEEN DELEGATED IN WRITING. NO R.P.I. AGENT, DISTRIBUTOR, OR REPRESENTATIVE, NOR ANY INSTALLER/APPLICATOR HAS AUTHORITY TO BIND R.P.I. WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Building Owner or Designate Signature: _____ Date: _____

Owner or Designate agrees to terms and conditions of warranty only. Signature required to initiate warranty.

ROOFING PRODUCTS INTERNATIONAL, INC.

By: _____

Title: _____ President _____ Warranty Number: _____

Date: _____ Applicator: _____