



**SINGLE SOURCE/NDL
20-YEAR METAL/MEMBRANE ROOF SYSTEM WEATHERTIGHTNESS
LIMITED WARRANTY**

OWNER:
Building Location: _____

ARCHITECT:
Address: _____

Telephone: _____

GENERAL CONTRACTOR:
Address: _____

Telephone: _____

PROJECT NAME/BUILDING USE:
Address: _____

Area of Roofing (*Metal*): _____

Area of Roofing (*Membrane*): _____

Type of Product Approved and Applied (*Metal*): _____

Type of Product Approved and Applied (*Membrane*): _____

Date of Substantial Completion: _____ Metal
_____ Membrane

Date of Inspection (*Metal*): _____ By: _____

Date of Inspection (*Membrane*): _____ By: _____

INSTALLATION CONTRACTOR (*METAL*)

Address: _____

Telephone: _____
:

INSTALLATION CONTRACTOR (*MEMBRANE*)

Address: _____

Telephone: _____

LIMITED WARRANTY PROVISIONS FOR MATERIALS AND WORKMANSHIP

Englert, Inc., a New Jersey corporation (hereinafter "Englert"), hereby warrants, subject to the exclusions listed below, to the Owner named above that, for a period of twenty (20) years from the earlier of the two above-stated date(s) of substantial completion of the Metal and Membrane Roofing Systems applied to the above described Building (the "Roofing Systems"), should leaks develop in either of the two Roofing Systems due solely to manufacturing defects, ordinary wear

and tear by the elements or certain-non-excluded workmanship on the part of any the Installation Contractors, then subject to each and every term, condition and limitation contained herein, Englert shall be responsible for completing such repairs to the Roofing Systems as necessary to return them to a weather tight condition. Englert does not warrant that the Membrane Roof System will remain free of ridges, cracks, blisters, wrinkles, fishmouths or other similar conditions.

Riders issued at time of this warranty (if any):

EXCLUSIONS

This Limited Warranty shall apply only to Roofing Systems installed in areas of normal atmospheric exposure and specifically does not apply in cases where leaks are caused, in whole or in part, by any one of the following:

1. Marine (salt water) atmosphere or regular spray of either salt or fresh water.
2. Heavy fallout or exposure to corrosive substances, including, without limitation, ash or fumes from any industrial and/or manufacturing plant or facility of any kind whatsoever, foundry, plating works, kiln, fertilizer plant, paper plant or the like., which cause physical damage or harm to any component of the Roofing Systems.
3. Any substance generated or released from inside the building or Project which causes physical damage or harm to any component of the Roofing Systems.; or condensation from the underside of the roof.
4. Traffic on the roof, other than traffic during the course of installation.
5. Damage by acts of nature, including, but not limited to, earthquake, fire, lightning, hail, windstorm having a 3-second gust speed in excess of 72 mph (as measured at the data collection point located nearest to the Project, whether official or unofficial, that reports to the National Weather Service), hurricane, tornado or any other similar acts of God.
6. Alterations, such as, but not limited to, structures, fixtures, equipment, or utilities being placed upon or attached to the roof without prior written authorization from Englert or repairs performed or materials furnished by entities other than Englert, one of the Installation Contractor, or another contractor approved by Englert.
7. Failure by the Owner or any lessee or other occupant or user of the building or Project to comply with the Membrane Roof Care and Maintenance Guide set out below or to otherwise take reasonable care in maintaining the Roofing Systems, such as cleaning the gutters, valleys, drains, and any other reasonable steps taken so as to allow water to run off uninterruptedly. For the metallic components of the Roofing Systems, such reasonable care shall include, without limitation, annual sweet water rinsing in accordance with AAMA 610.1-1979.
8. Faulty building design or construction.
9. Birds, vermin, rodents, insects, or other animal or pests.
10. Settlement, failure or cracking of the roof deck, walls, substrate or foundation of the building, or defects or failures of coping gravelstop due to cracking of walls or any part of the building structure.
11. Damage caused by any act of willful misconduct, negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war.
12. A deficient pre-existing condition or equipment causing or contributing to water entry.
13. Any change in the use of the building by the Owner or any lessee or other occupant or user of the building or Project, without Englert's prior written approval, that in any way or to any degree adversely affects the Roofing Systems as originally installed.
14. Physical damage to the building envelope and/or structure including, but not limited to, partial or complete loss of or damage to roof decking, insulation, wall siding, windows, doors or other envelope components or from roof damage by falling or wind blown objects.
15. Condensation on the Roofing Systems due to incorrect design or construction or due to reduction in any vapor barrier effectiveness.
16. Englert shall have no liability or responsibility under or in connection with this Warranty if the Installation Contractors failed to use all roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips, and flashings provided by Englert or approved by Englert, if the Installation Contractors failed to follow applicable manufacturer's standard recommended installation instructions and written/published guidelines for the layout, design, installation and erection of the Roofing Systems, or if the Roofing Systems are designed or constructed in such a manner as not to permit drainage of water from all surfaces and/or permit standing or ponding water.
17. Any other cause beyond the control of Englert or the Installation Contractors.
18. The Owner fails to comply with every term and condition set forth herein.
19. Water or moisture entering the Building or coming into contact with the Roofing Systems in any manner other than through the Roofing System, for example, through walls, windows or Building penetrations.
20. This warranty shall not be transferable without Englert's prior written consent.

21. Work, including, without limitation, repairs, attempted repairs or alterations of any kind done to any component of the Roofing Systems without knowledge or written approval from Englert. This exclusion shall apply irrespective of whether the leak or leaks relate to the repairs/alterations, or to the original installation.

Should the Roofing Membrane be concealed, the cost of exposure of the Roofing Membrane for purposes of Englert's investigation and/or repair, such as removal and replacement of any paving or overburden, shall be the Owner's responsibility.

THE WARRANTY CONTAINED HEREIN EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY PROVIDED IN THIS WARRANTY. ENGLERT SHALL NOT BE LIABLE TO THE OWNER FOR ANY CLAIM BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY, TORT OR OTHER THEORY OR CAUSE OF ACTION, NOR SHALL ENGLERT BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER ARISING OR BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGE OR LOSS TO THE BUILDING, ITS CONTENTS, OR OCCUPANTS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

NOTICE OF CLAIMS AND GENERAL PROVISIONS

The Owner shall notify Englert, in writing, the first business day immediately following the discovery (actual or, the first business day after discovery should have occurred with the exercise of reasonable care) of any leak in the Roofing Systems. Failure of the Owner to do so shall relieve Englert of any and all responsibility and/or liability under the terms hereof. If, after inspection by Englert, it is determined that the leak is caused by defects in the Roofing System's material or workmanship for which Englert is responsible under the terms of this Warranty, the Roofing System shall be repaired in accordance with this Warranty. Such work shall be completed within a reasonable period of time after notice to Englert of the weathertightness failure. In any case, the Owner's exclusive legal remedy and Englert's **sole and exclusive** responsibility shall be limited to repair of the Roofing System to the extent covered by this Warranty. All notices given under or pursuant to this Warranty shall be in writing and sent by certified mail, return receipt requested, or by reliable overnight carrier, to Englert. Notice to the Installation Contractors, or any other person or entity, shall not constitute notice to Englert.

During the term of this Warranty, Englert and its sales and technical representatives, employees, and other agents and designees shall have free access to the roof during regular business hours upon reasonable notice to the Building Owner.

Englert's failure at any time to enforce any of the terms or conditions state herein shall not be construed to be a waiver of such provision.

Any controversy or claim arising out of or relating to the Roofing Systems shall be settled by arbitration in Middlesex County, New Jersey, by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules, and judgment upon the arbitration award may be entered in any court having jurisdiction thereof. The arbitration must be commenced within one year after the cause of action accrues.

This document constitutes the entire Warranty made by Englert. No modification or amendment of this Warranty shall be binding on Englert unless made in writing and signed by its authorized representative. The terms, conditions, and provisions contained in this Warranty may be waived only in writing signed by an officer of Englert. No oral statements, course of conduct or course of dealing shall be deemed or constitute a waiver. This Warranty shall not be construed against any party by virtue of such party's drafting of this Warranty.

The invalidity or unenforceability of any provisions of this Warranty shall not affect the enforceability and validity of any remaining provisions, and this Warranty shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

This Warranty shall be governed by and construed in accordance with the laws of the State of New Jersey.

This Warranty is tendered for the sole benefit of the Owner as named above and is not transferable or assignable.

Englert shall not have any obligation under this Warranty unless all invoices for materials, installation and services (including those of Soprema and the Installation Contractors) have been paid in full by or on behalf of the Owner.

Any review, inspection, approval, or acceptance by Englert, Soprema, or the Installation Contractors, whether express or

implied, of the condition or your roof or building, or of any your drawings, plans, specifications, or other contract or project documents was undertaken solely for the purpose of determining warranty eligibility and is not a substitute for review and approval by a design professional.

THIS WARRANTY EFFECTIVE FROM: _____ **TO**
_____.

ENGLERT, INC.
1200 Amboy Avenue
Perth Amboy, NJ 08861

By: _____
Title: _____

ATTEST: _____	OWNER By: _____ Title: _____
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Membrane Roof Care and Maintenance Guide

A regular roof repair and maintenance program is fundamental to the satisfactory long-term performance of your newly installed roof membrane. Through such a program, potential problems can be found in their early stages, hopefully resulting in the problem being prevented altogether. You agree to incorporate the following requirements into your roof care and maintenance program.

Roof Access. You agree to limit access to your roof to authorized personnel only, meaning those with a real need to be there. We suggest you maintain a log of all persons granted access to your roof. We also suggest that a sign similar to the following be posted at all roof hatches and other points of access to the roof: "All persons seeking access to this roof must first register in the log at our front desk."

Inspection. You agree to inspect the roof at least semi-annually, in the spring and fall. You also agree to inspect the roof after any severe winds or storms and after any event causing damage to your roof or building. Any roof defects must be promptly reported by you to Englert and then corrected by an "authorized roofer" (meaning a roofer on Soprema's authorized roofer list). You understand and agree that corrections or modifications to your roof made by anyone who is not an authorized roofer may, at Englert's option, void your warranty.

Cleaning the Roof. An Englert warranted roof must be cleaned on a regular basis and be kept free of debris such as branches, leaves, bottles, rocks, cans, soil or anything else that could plug drains or cause a puncture to the roofing membrane. All drains and scuppers, even though not covered by your warranty, should be checked to ensure they are not plugged and are free-flowing.

Roof Membrane and Base Flashing. All roofing and flashing surfaces must be carefully checked for any abnormal conditions such as, for example: (1) any signs of stress, such as diagonal wrinkles or blisters; (2) evidence of mechanical abuse, such as punctures, slits or cuts; (3) evidence of damage caused by chemicals, cleaning agents or other harmful substances dripped, spilled, discharged or blown onto the roof; or (4) wear due to foot traffic or other types of abuse.

Walls: Walls constructed of masonry and stucco are susceptible to wind blown water intrusion. You agree to periodically determine if additional water repellent or sealant is needed to maintain water tightness for these type walls. Water entering your building or the roof through walls will damage the roof and will not be covered by your warranty.

Metal Components and Roofing Accessories:

Gravel Stops: You agree to inspect the condition of all metal for evidence of rusting, loose metal, wind deformation and joint integrity. You agree to note if the membrane appears to be stressed. You also agree to inspect the metal/membrane bond for voids or other possible conditions that could permit water infiltration.

Vent Pipes: You agree to check all metal parts for deterioration, any clamping rings to ensure they are tight, all sealant beads to ensure they shed water and are sealed tight to the pipe, and any membrane flashing wrap for evidence of stresses, voids, or other possible conditions that could permit water infiltration.

Counter Flashing: You agree to inspect the condition of any metal for evidence of rusting, loose metal, wind deformation and joint integrity. You agree to check if the adhesion of surface mounted counter flashing is adequate so as to create a continuous compression seal for the caulking bead. Caulking is not covered by your warranty and may need to be periodically replaced by you. You will check the attachment of the metal coping cap onto the continuous clip for resistance to wind. You will also inspect any metal to membrane bond for voids or other possible conditions that could permit water infiltration.

Pitch Pans: You agree to inspect the condition of the metal for evidence of rusting, wind deformation and joint integrity. You will inspect the bond of the filler onto the penetration being flashed and determine the water tightness. You will make sure the pan is filled with filler so as to create a positive slope away from the penetration.

Drains: You will make sure that all drains and scuppers are free from clogs. You will check all drain bolts for tightness. You will inspect any metal to membrane bond for voids or other possible conditions that could permit water infiltration. You will clean debris from around strainers and secure drain strainers.

Roof Top Equipment: HVAC units, ductwork or other curb types will be inspected for evidence of rusting, wind deformation and joint integrity. You will inspect any metal to membrane bond for voids or possible points of water infiltration. Piping secured to a base or metal flange (dunnage) should continue to have protection material under the blocking. You will make sure that protection work pads are maintained in the work areas around the units.

Roof Repair Procedure. If leaks are discovered, and immediate attention is required, it is best to provide a temporary patch using Soprema SBS mastic or other compatible patching material commonly used in your particular part of the country until a permanent repair is made. Only an authorized roofer can make permanent service splices on your warranted roof membranes.

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