

## 15 YEAR LIMITED WARRANTY

NO. \_\_\_\_\_

**CUSTOM SEAL, INC.** grants a limited warranty to the building owner who had a **CUSTOM SEAL ROOFING SYSTEM** installed by an Authorized Dealer/Contractor subject to the conditions and limitations contained herein.

**CUSTOM SEAL, INC.**'s obligation during the 15 year period beginning the effective date shown below shall be to repair any leaks in the roof caused by any defect in the **CUSTOM SEAL, INC.** membrane materials or accessories or by the workmanship of the Authorized Dealer/Contractor. This obligation includes the repair or replacement of membrane materials and accessories and the cost of or furnishing of labor to repair said roof at the contractor list price which is in effect the time of repair, provided the following conditions are met:

1. **CUSTOM SEAL, INC.** has authorized the repair; and,
2. An Authorized Dealer/Contractor makes the repair.

### TERMS, CONDITIONS, AND LIMITATIONS

1. The Owner or his/her authorized agent shall notify the corporate headquarters of **CUSTOM SEAL, INC.** in writing within 30 days of the discovery of any leak. Such notice shall be delivered to **CUSTOM SEAL, INC.** at the following address P.O. Box 1290 Fremont, Ohio 43420.
2. **CUSTOM SEAL, INC.** shall in no instance be held liable for any damages what so ever arising from causes not fully within its control, including among other such causes:
  - a. Damage caused by natural disasters, including but not limited to lightning, hurricanes, gales, hail, tornadoes or similar natural disasters.
  - b. Vandalism, intentional acts, negligence, or failure of Owner to use reasonable care.
  - c. Damage caused by any unauthorized modifications or alterations of the roof or installing any structures, fixtures, or utilities on or through the roof, damage caused by unauthorized components used in installation or repair, or by additional equipment added to or made part of said roof, or damage caused by chemicals not normally found in nature.
  - d. Moisture entering the roof system through walls, copings, structural defects or any part of the building structure, including from adjacent buildings.
  - e. This limited warranty does not extend to the color of **CUSTOM SEAL ROOFING SYSTEM** installation.
  - f. *There are no express warranties except as stated herein, and there are no implied warranties of any kind, including implied warranties of merchantability and fitness for particular purpose. No representative has authority to make any representations other than those stated.*
3. **CUSTOM SEAL, INC.** is not liable under this warranty unless:
  - a. Owner complies with the terms and limitations of this warranty and acknowledges that his/her failure to do so releases **CUSTOM SEAL, INC.** from any liability; and
  - b. Owner has paid Authorized Dealer/Contractor in full for said roof and **CUSTOM SEAL, INC.** has been paid in full.
4. This limited warranty can be assigned only with the written permission of **CUSTOM SEAL, INC.**
5. All interpretations of this limited warranty shall be considered that their form, execution, and validity thereof shall be controlled by the laws of the State of Ohio.
6. **CUSTOM SEAL, INC.** does not waive any rights under this limited warranty if it does not enforce the limitations. No warranties, express or implied, representations, promises or oral statements have been made by and representative of **CUSTOM SEAL, INC.** and Owner is not to rely on same unless endorsed hereon in writing.
7. This limited warranty is void if any repairs, alterations, or modifications of the roof are done after the issuance of this limited warranty by anyone other than an authorized Dealer/Contractor of **CUSTOM SEAL, INC.** However in the event of a natural disaster which requires repairs by someone other than an Authorized Dealer/Contractor of **CUSTOM SEAL, INC.**, this warranty can be reinstated for the balance of the 10 years, provided the Owner engages within 30 days thereafter at Owners expense, an Authorized Dealer/Contractor of **CUSTOM SEAL, INC.** to make any necessary repairs or replacements to reestablish the integrity of the roof.

By \_\_\_\_\_

Date \_\_\_\_\_ Roofing Contractor \_\_\_\_\_

Address and Location of Building \_\_\_\_\_

Building Owner's Name \_\_\_\_\_

Effective from \_\_\_\_\_ to \_\_\_\_\_