

- Highland Commercial Roofing -

- X YEAR UNCONDITIONAL LEAK FREE GUARANTEE -

Building Owner (owner): _____ Warranty# _____

Building Address: _____

Description of Work Area: _____

System: _____ Roof Size: _____ Date of Completion: _____

FOR X YEARS FROM THE DATE OF COMPLETION, HIGHLAND COMMERCIAL ROOFING GUARANTEES THAT THE ROOFING SYSTEM DESCRIBED HEREIN WILL NOT LEAK DUE TO:

- 1. ORDINARY WEAR & TEAR OF ROOFING MATERIALS BY THE ELEMENTS, OR**
- 2. IMPROPER WORKMANSHIP IN INSTALLATION OF THE ROOFING SYSTEM**

DURING THE X YEAR WARRANTY PERIOD, ANY SUCH LEAKS WILL BE PROMPTLY AND PERMANENTLY REPAIRED BY HIGHLAND COMMERCIAL ROOFING AT NO EXPENSE TO THE BUILDING OWNER.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR PURPOSE.

EXCLUSIONS AND LIMITATIONS - Highland Commercial Roofing (HCR) shall not be liable under this agreement, or otherwise, for damage to the Roofing System, property, building or contents caused by:

1. Fire, settling, distortion or other failure of the roof deck or building structure; faulty, defective or improper building or structure design; natural causes including but not limited to floods, lightning, wind, hail, cyclones, hurricanes, tornadoes, earthquakes or other Acts of God or unusual events;
2. Vandalism, penetration, damage or attack by third parties, foreign objects or agents including plant or animal life;
3. Alterations or additions to, encroachment upon, or erection of structures on Roofing System unless approved in advance in writing by HCR and necessary repairs contracted for and performed by HCR;
4. Any use of the Roofing area other than for its intended purpose at the time of roofing system installation;
5. Failure of the Owner or Lessee to use reasonable care in maintaining the roof (i.e. removal of debris, etc.);
6. Color changes or fading of the Roofing System as a result of weathering, or due to ponding water conditions.

The obligations set forth herein shall constitute the sole and exclusive liability of HCR, and remedy of Owner, for the Roofing System, its application, maintenance, and repair. In no event, whether based on contract, warranty, negligence strict liability or otherwise, shall HCR be liable for expenses for other work, loss of profit, and special, consequential, incidental or exemplary damages of any nature.

All HCR obligations will terminate and Owner will be responsible for ALL damages if OWNER fails to follow WARRANTY SERVICE PROCEDURES set forth below.

Warranty Service Procedures

1. Owner will immediately communicate to HCR representative knowledge of any claimed roof system failure.
2. Owner will confirm oral notice of claimed roof system failures in writing to HCR within 10 days of discovery of defect.
3. Owner hereby gives HCR the right to inspect or have inspected the Systems and/or other areas specified for both covered and excluded roof system failures.
4. Owner will immediately authorize implementation of HCR repair recommendations for both covered and excluded roof system failures and will immediately confirm this authorization in writing to HCR.
5. Owner shall agree to pay HCR the repair costs for any and all excluded roof system failures*.

Transfer of Warranty - This warranty is transferable only: (1) to the new Owner of the building; (2) if HCR is notified in writing within 30 days of recording of the sale; (3) if HCR is satisfied that the intended use of the property by the transferee will not impair the roof system; and (4) if HCR acknowledges in writing transfer of this warranty to the new Owner.

Arbitration - Any claim or controversy between or among the parties arising out of or relating to the roofing system application described herein shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction.

NOTE: Warranty not in effect until signed by both an authorized HCR representative and authorized owners' representative and unless full payment has been received for roofing system application, or any subsequent repairs not covered by this warranty.

HCR Representative: _____ Signature: _____ Date: _____

Owners' Representative: _____ Signature: _____ Date: _____