

2001 COMPANY

PERPETUAL CARE WARRANTY

NO DOLLAR LIMIT FOR LABOR AND MATERIAL TO FIX LEAKS

The **Perpetual Care Aspect** is an innovative approach to extend the life of the roof by means of a minimal annual maintenance requirement and a logical method to repair, alter or fix damage or deterioration throughout the life of the roof.

Building Name _____
Building Section _____ Building Owner _____
Building Address _____ Owner Address _____
City _____ State _____ Zip _____ City _____ State _____ Zip _____
Phone _____ Phone _____
Total Square Ft: _____

Warranty Period: () years from date of 2001 Company approval of installation completed.

Job Completion Date: _____ Expires: _____

This Warranty can be extended both for labor and material to 20 years. Consult 2001 Company for details.

A. WHAT IS COVERED BY THIS WARRANTY?

2001 Company cured field membrane is warranted from time purchased against the following:

1. The natural deterioration of the 2001 Company field membrane due to exposure to the elements.
2. Cracking due to expansion or contraction of the 2001 field membrane.
3. Decomposition of the 2001 field membrane from the ponding of water.
4. Separation of factory fabricated seams.
5. The wearing out of the 2001 field membrane due to wind, rain or sun erosion.
6. Cracking or deterioration from trapped water vapor under the 2001 field membrane.
7. Cracking from stepping on wrinkles or blisters.
8. Splitting on insulation joints from heat transmission.

Should the 2001 field membrane system fail for any of the above reasons during the Warranty period, 2001 Company will maintain at no cost to purchaser, for the time purchased, to effect a water-tight condition on the roof.

B. WHAT IS NOT COVERED IN THIS WARRANTY?

THIS WARRANTY SHALL BE NULL AND VOID IF ANY OF THE FOLLOWING CAUSES LEAKS OR DAMAGE TO THE "2001 ROOFING SYSTEM".

1. All natural disasters, unusual natural phenomena, and direct damage including, but not limited to, lightning, fire, hail, gale force winds with a peak gust speed of 50 mph or higher measured at 30 feet above ground, hurricanes, tornadoes, wind shear events, earthquakes, damage from humans, animals or any living thing, insects, vermin, birds, or other acts of God and nature.
2. Negligence, disaster, casualties, human, animal or any living organism causing damage: including, but not limited to, misuse, fire, vandalism, accidents, holes, punctures, lacerations, malicious mischief, wars, civil disobedience, roof traffic, spillage of petroleum distillates or other roof deteriorating caustic material, abuse, and lack of professional yearly maintenance.
3. Moisture or condensation entering the roof system through deterioration or failure of building design or components; including, but not limited to the roof substrate, structure, deck, insulation, walls, masonry, roof top equipment, HVAC units, etc.
4. Structural Failure: of the roof deck, parapets, adjoining walls, nailers, curbs, etc., in themselves or not being of sufficient strength to retain the mechanical fasteners that hold roof termination of waterproofing membrane, roof components, and accessory components in place.

C. PERPETUAL CARE

Repair, Maintenance, and Proper Notification of Roof Leaks. This Warranty shall be null and void, if the owner fails to:

1. **Repair:** Natural disasters, negligence or direct damage do not nullify this Warranty, provided the effected part is removed and replaced and the following steps are taken:
 - a. Notify 2001 Company of any problem or leaks according to notification procedure in this Warranty. (Note: Owner should make emergency repairs.)
 - b. Photographs of the damaged area *shall* be taken, and 2001 Company *shall* be notified before any permanent repairs are attempted or repairs are made. At the time of notification, 2001 Company will provide information necessary to effect the repair.
 - c. The damaged section shall be removed and replaced by a 2001 Company licensed applicator, using 2001 Company materials, and installed to 2001 Company current specifications.
 - d. All the parties involved shall be paid in full.
 - e. The repaired area shall be photographed, and these photographs shall be sent to 2001 Company.
 - f. If re-inspection is required by 2001 Company, the Building Owner shall be charged.
2. **Maintenance:** The Owner should practice **reasonable** yearly maintenance procedures included but not limited to procedures found in the 2001 Company "Owners Care and Maintenance" form, and "Specific Exclusions and Individual Maintenance Item" items listed, and "Yearly Maintenance Verification Checklists".
 - a. A "Yearly Maintenance Agreement" should be instituted by the Building Owner. Contact your local 2001 Company licensed applicator, or 2001 Company to arrange this service.
 - b. During the term of the Warranty, 2001 Company employees or representatives shall have free access to the roof during regular business hours.

Serial No. _____

“Yearly Maintenance Verification Checklists” should be returned to 2001 Company to verify the roofing system is being maintained.

IF YOU HAVE A ROOF LEAK, CALL 1-800-537-7663, FOR IMMEDIATE ASSISTANCE.

3. **Notification of Leak:** Upon leak discovery, the Owner shall do the following:
- a. Investigate the source of the leak to determine where the leak is located. Some roof leaks are from roof appendages and are not covered under the Warranty. Perform emergency repairs possible as outlined in the “Care and Maintenance” form.
 - b. Immediately call 2001 Company to register a leak and obtain assistance on its remedy at 1-800-537-7663 or (203) 575-9220.
 - c. **Notify 2001 Company, by written notice** within thirty (30) days of any leak, at 325 Thomaston Avenue, P.O. Box 2557, Waterbury, Connecticut 06702-2557.
 - d. By notifying 2001 Company, Owner authorizes 2001 Company or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
 - e. If, upon inspection, 2001 Company determines that the leak is caused by a defect in the **SYSTEM 2001’s** materials or workmanship of the licensed applicator in installing the same, Owner’s remedies and 2001 Company’s liability shall be limited to 2001 Company’s repair of the leak.
 - f. Have roofing system repairs not covered by the Warranty made within sixty (60) days by a 2001 Company licensed applicator, in accordance with 2001 Company current specifications and drawings.
 - g. Make or attempt to make temporary and emergency repairs to avoid further damage until it can be seen professionally. Call 1-800-537-7663 for help.
- D. ALL BILLS SHALL BE PAID IN FULL TO 2001 COMPANY AND ITS REPRESENTATIVES AND 2001 COMPANY LICENSED APPLICATOR BEFORE THE 2001 COMPANY HAS ANY OBLIGATIONS UNDER THIS WARRANTY.**
- E. 2001 Company’s failure at any time to enforce any of the terms, conditions, or limitations stated herein shall not be construed to be a waiver of such provisions.**
- F. This Warranty is made for the exclusive benefit of the Owner as noted herein. It shall not accrue to the benefit of any tenant, purchaser, successor, or assignee of the Owner without fore-notice and the EXPRESS written approval of 2001 Company. THE WARRANTY MAY BE TRANSFERABLE FROM BUILDING OWNER TO BUILDING OWNER. CONTACT 2001 COMPANY FOR DETAILS.**
- G. This Warranty may be altered or amended only by a Corporate Officer of 2001 Company.**
- H. The inclusion of the names of the roofing applicator and local representative are provided solely for identification purposes. It shall not be construed or interpreted to establish any type of agency, whether express implied or apparent on the part of either the applicator or representative for 2001 Company for any purpose whatsoever.**
- I. This is a commercial transaction and shall not be construed as a “Consumer Transaction”.**
- J. ARBITRATION:** Any dispute arising out of installation and supplying of this 2001 roof system or concerning construction or application of this agreement will be settled by arbitration. The dispute will be heard by one arbitrator appointed by the American Arbitration Association from a commercial panel. The decision of the arbitrator shall be final and binding on the parties both as to law and fact and shall not be appealable to any court in any jurisdiction. Expenses of the arbitration shall be shared equally by the parties unless the arbitrator determines that the expenses shall be otherwise assessed. Arbitration shall take place in New Haven or Hartford Counties in the State of Connecticut and the customs of the locality shall govern.
- K. Time limit for bringing suit. No suit or action arising from the installation of the subject roof shall be brought, but within one (1) year from the date the leak or other breach occurs.**
- L. This Warranty is not an insurance policy guaranteeing that the roof will not leak; nor is it an absolute maintenance agreement; nor an obligation of the 2001 Company to make payments for damage to the building, its contents or inhabitants under any circumstance.**
- M. Liabilities and obligations of 2001 Company hereunder shall be limited to the repair or replacement of products supplied by 2001 Company found to be causing leaks. Non-2001 Company roof assembly components are not covered in this warranty.**
- O. The utilization of 2001 Company roofing products and selected roofing components and their adaptability to the building and building codes shall be the sole determination of the Owner and/or designated architect, engineer or representative and not 2001 Company and associates, representatives or installers of the 2001 Company products.**
- P. Building Owner waives subrogation rights on behalf of its insurers in consideration of this Warranty.**
- Q. The remedies stated herein are the sole and exclusive remedies for failure of the 2001 roofing system or its components. There are no warranties either expressed or implied, including implied warranties of fitness for a particular purpose and merchantability, which extend beyond the face hereof. 2001 Company shall not be liable for any incidental, consequential or other damages including, but not limited to loss of profits or damage to the building, its inhabitants, or its contents under any theory of law.**

2001 Company
By: _____
Title: Corporate Officer _____
Date: _____
Serial No.: _____
Amount Received: _____

Installing Contractor
Name: _____
Address: _____
Phone: _____
Rep: _____

NOTE: SPECIFIC EXCLUSIONS AND INDIVIDUAL MAINTENANCE ITEMS LISTED AND ATTACHED ARE TO BE A PART OF THE BUILDING WARRANTY.

325 Thomaston Avenue • P.O. Box 2557 • Waterbury, CT 06702-2557
(203)575-9220 • FAX (203)573-0781