



Total No-Dollar-Limit System Warranty

Warranty #_SAMPLE_____

SAMPLE

SAMPLE

Effective Date of Warranty
ABC CONTRACTOR

Expiration Date of Warranty
ABC Building Owner

Contractor Name ("Contractor")

Building Owner Name

Address

Address

City, State, Zip Code

City, State, Zip Code

Phone

Phone

The system which is the subject of this Warranty (the "System") is the following:

Per Request _____

This Warranty is limited exclusively to the use of the System. The System includes only products sold by Conklin Company, Inc. ("Conklin") designated for application to the Structure. The System does not include any portion of the Structure and any materials or products used in the application of the System on the Structure which were not purchased from Conklin. This Warranty applies only to the System applied to the following structure:

Name and address of building or structure ("Structure"): Per Application _____

At: _____

Name of building section (if applicable): _____

Subject to the conditions, exclusions and limitations set forth herein, Conklin Company, Inc. (the "Warrantor") warrants to the Building Owner listed above that the System applied to the Structure described above will be free from defects in material and manufacturing workmanship ("Defects") and Warrantor will repair water leaks through the System resulting from defects in the System, and ordinary wear and tear of the System from the elements, for a period of twenty (20) years from the effective date of the Warranty.

The System must be installed by a Contractor who has the written authority of Conklin Company, Inc. to apply the System which is the subject of this Warranty. This Warranty does not apply to leaks or roofing failure due to improper application or applications not in accordance with manufacturer's specifications or not applied to substrates, roofs or roof systems approved for warranted System.



In the event the System shall leak water solely as a result of Defects during a period beginning on the effective date of the Warranty and extending twenty (20) years thereafter, the Warrantor's sole obligation under this Warranty shall be limited to reimbursement for or the supply (such reimbursement or supply to be referred to herein as "Compensation") of the necessary Conklin products to be used to correct the water leakage without regard for the Building Owner's original cost to have the System installed. This Warranty shall not include and provide Compensation for materials or products not sold by Conklin, and the cost of labor, that may be required to correct the water leakage attributed to the Defects. This is the No-Dollar-Limit.

During the Warranty period, the Warrantor will provide prorated Compensation of the cost of the System to be used to correct the water leakage caused solely by the Defects. The Warrantor will take into account the number of full years of use that Building Owner has enjoyed from the original installation date through the date of Building Owner's claim, and reduce the amount of the Warrantor's Compensation to Building Owner accordingly. The Warrantor will prorate the amount of its Compensation to Building Owner to adjust the number of years Building Owner has enjoyed from the original installation through the date of claim. For example, if Building Owner purchased the System and makes a claim in the 15th year of the Warranty, the Warrantor's Compensation to Building Owner will be 30% of the cost of the System to correct the leakage. Further detail can be found on the No-Dollar-Limit Warranty Proration Table below.

CONDITION OF COVERAGE

A. **Inspection.** The Warrantor shall have the right during the period of this limited Warranty to inspect the System, and in the event of any defect covered by this Warranty, to repair and correct the same. In the event Building Owner refuses to allow such inspection or repair, this Warranty shall become immediately null and void and of no further effect.

B. **Notice of Claim.** Any claim hereunder shall be deemed waived unless Building Owner has given written notice thereof to both the Contractor, at the address given above, and Conklin Company, Inc., Attn: Warranty Department, 551 South Valley Park Drive, Shakopee, MN 55379, within 30 days following the discovery of circumstances giving rise to a claim.

C. **Unauthorized Repairs, Alterations or Use.** If Building Owner shall, without prior written consent of Warrantor, make or permit repairs, alterations or additions to the Structure which affect the System, or change the use, function or purpose of the Structure, this Warranty shall become immediately null and void and of no further effect upon the date of commencement of any such unauthorized repairs, alterations or additions or change of use, function, or purpose. Warrantor will respond promptly and reasonably to any written request for consent of repairs, alterations or additions.

D. **Payment of Contract Price.** Failure of Building Owner to pay when due the full contract price for installation of the System shall immediately render this Warranty null and void and of no further effect.



E. **Transferable Warranty.** The Warrantor shall be notified in writing within 60 days upon transfer of ownership of Structure upon which the System is installed. Conklin Company, Inc. shall be notified of the name of the new building owner and the intended use of the building. Transfer of the Warranty to the new building owner is conditioned on Conklin inspecting the roof and the System within 60 days after being notified of the transfer of ownership, being paid an Inspection Fee of \$2,000.00 and an Administrative Fee of \$650.00. Fees are due and payable in advance with a minimum of three weeks' lead time required for scheduling. Upon approval of the transfer by Conklin Company, Inc., the transferee shall have an interest in the Warranty for the then-unexpired term, and subject to all of the terms and conditions, of the Warranty.

F. **Warranty Applicable to Conklin Products.** Conklin will only honor items and products that it sells.

G. **Notice of Excluded Damage.** Building Owner agrees to give written notice to Warrantor within 30 days following the discovery of damage to the System not covered under the Warranty. After receiving such notice, Conklin Company, Inc. reserves the right to inspect the System for a fee, and require any repairs it deems necessary to protect the System. Repairs not covered by this Warranty shall be completed within 60 days of notification by Conklin Company, Inc. of the required repairs. In order for the Warranty to remain in force, the Building Owner shall make these repairs. If the Building Owner fails or refuses to make the needed repairs or provide notification to Warrantor, the Warranty is null and void and of no further effect as of the expiration of the 60-day designated period.

H. **Application for Warranty.** This Warranty is issued following Warrantor's receipt and acceptance of an application for the Warranty submitted by Contractor. Subsequent to the issuance of this Warranty, if it is discovered by Warrantor that the application for the Warranty contained false statements, misrepresentations or omissions, then this Warranty shall become immediately null and void and of no further effect and Warrantor may cancel the Warranty by written notice sent to Building Owner.

Exclusions from Coverage

This Warranty does not cover damage to or failure of the System caused by:

A. Acts of God or natural disasters, including, but not limited to, floods, lightning, hurricanes, hail, windstorms, earthquakes, tornadoes, cyclones, winds of peak gust speed over 43 mph measured 35 feet above the ground, and the like.

B. Damage to the System, the Structure or to property or contents caused by fire, settlement, movement, distortion, warping, displacement, or other failure of or damage to the Structure.

C. Damage to the System resulting from movement, cracks or openings in the roof substrate or roof deck.

D. Improper application or failure of any component underlying or protruding from the roof not covered by the Warranty, such as decks, drains, roof vents, roof insulation, flashings, vapor barriers, air conditioners, solar units, skylights, and the like.



- E. Erection, installation or construction of any additional equipment or items on or through the System after the date of completion, unless installed in a manner prescribed and accepted by Warrantor.
- F. Maintenance of the Structure for correction of conditions other than leaks.
- G. Penetration, vandalism, damage or attack by third parties and foreign objects or agents, including animal and plant life.
- H. Discoloration or change in visual appearance due to accumulation or streaking of dirt or other airborne material deposited on the surface from the atmosphere.
- I. Acts of parties other than Warrantor or contractor whose actions were authorized by Conklin.
- J. Infiltration or condensation of moisture through or around walls, copings, building structure or surrounding materials.
- K. Residential properties **ARE NOT** Warrantable.
- L. Exposure to caustic environments, including, but not limited to, foreign substances in the air, chemical fumes and chemical sprays.
- M. Exposure to saltwater or other brackish environments.

NDL Warranty Proration Table

Prorated Period	Prorated Period
<u>Years 1-20</u>	<u>Years 21 and Beyond</u>
100% reduced by 5% every year until year 20	No coverage

Proration is calculated annually. There are no partial year prorations. The Warrantor reserves the right to arrange directly for the repair or replacement of the System instead of reimbursing Building Owner directly.

The System which is the subject of the Warranty consists of the following:

Per Application Request	Per Application
System applied Per Application	Gallons/Rolls
Square Feet Per Application	
Roofing Contract Price \$	



THIS WARRANTY, WHICH IS A LIMITED WARRANTY, IS GIVEN IN LIEU OF AND EXCLUDES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY OF WARRANTOR, WHETHER ANY SUCH CLAIM OF OBLIGATION OR LIABILITY IS BASED ON NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. WARRANTOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR GENERAL DAMAGES RESULTING FROM FAILURE OF OR DEFECTS IN THE SYSTEM.

Some states do not allow for the exclusion or limitation of liability for incidental or consequential damages. In those states, the above limitation or exclusion may not apply. This Warranty provides specific legal rights and the Building Owner may also have other rights which may vary from state to state.

This Warranty shall be interpreted and governed by the laws of the State of Minnesota. No action may be maintained to enforce this Warranty unless such claim or dispute is first submitted to mediation before a mutually acceptable mediator. In the event such mediation is unsuccessful, any action brought regarding this Warranty or the System shall be brought only in the state or federal courts located in Hennepin County, Minnesota. All parties hereby consent to the jurisdiction and venue of the above-named courts.

No individual has authority to make any representation or promises except as stated herein.

Signature Authorized by Conklin Company, Inc.

Building Owner Authorized Signature

Joy Schmidt — Conklin Warranty Specialist

Name and Title (print)

Name and Title (print)

Contractor Authorized Signature

Name and Title (print)