



# ALL WEATHER 12 YEAR LIMITED MATERIAL WARRANTY

Building Name: \_\_\_\_\_

Building Address: \_\_\_\_\_

Building Use: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_ Job Completion Date: \_\_\_\_\_

Distributor: \_\_\_\_\_

**All Weather Membrane Qualifying Materials List**

ALL WEATHER PRODUCT	Number of Rolls	Unit Cost (Distributor Price)
All Weather APP Modified Bitumen		
All Weather SBS Modified Bitumen		

**TO VALIDATE THIS LIMITED WARRANTY, COMPLETE THIS FORM AND MAIL WITH A COPY OF THE DISTRIBUTOR'S INVOICE WITHIN 30 DAYS OF JOB COMPLETION TO: ALL WEATHER, P.O. BOX 11740 FT. WORTH, TX 76110**

All Weather Roofing Products warrants to the original owner that subject to the conditions, limitations and exclusions of this limited warranty which are stated herein, that during a period of twelve (12) years from the date of job completion, All Weather Roofing Products will replace any All Weather roof membrane and membrane flashing materials (the "All Weather Materials") necessary to correct any roof leak(s) that develop in the warranted All Weather Materials that are caused by ordinary wear and tear by the elements or manufacturing defects. All Weather Roofing Products will not be responsible for labor or any other costs to repair, replace or install any non All Weather materials. All Weather Roofing Products cost of replacement, with respect to the Materials will be limited as follows:

- Any All Weather Materials requiring replacement in the first year of this Warranty will be replaced at All Weather's expense.
- Any All Weather Materials requiring replacement in years 2 through 12 will be replaced partially at All Weather's expense at a rate pro rated by 8.34% per year of use.

This Limited Warranty will be subject to the following additional terms, conditions and limitations:

#### A. NOTICE OF CLAIM

- Any claim hereunder will be deemed waived unless Owner provides All Weather Roofing Products with written notice thereof within 30 days after a leak is discovered or should by reasonable diligence have been discovered.

#### B. EXCLUSIONS FROM COVERAGE

This Limited Warranty does NOT cover loss of watertightness caused by any of the following occurrences (or any other occurrence beyond the control of All Weather Roofing Products):

- Defects or damage from workmanship in applying membrane, base flashings or any other component.
- Damage resulting from any materials used in conjunction with the All Weather Materials.
- Damage to the materials caused by any deliberate or negligent act in maintaining the roof or abuse or abnormal use of the roof.
- Roof maintenance or correction of conditions other than leaks.
- Natural disasters, including but not limited to, windstorms, hail, floods, hurricanes, lightning, tornadoes, and earthquakes.
- Damage due to settlement, distortion, failure or cracking of the roof deck, walls or foundations of the building; vandalism; improper installation of insulation or defects or failure of any material used in any roof base or insulation; infiltration or condensation of moisture in, through or around the walls, copings, building structure or underlying or surrounding materials; defects in workmanship or design; or other materials including, but not limited to metal work, expansion or control joints, walkways, pitch pockets, flashing materials, and any roof top units and equipment; expansion or contraction of any flashing or metal work; applications of roofing materials not in conformity with All Weather Roofing Products specifications at the time of installation; where underlying materials or structures have failed or ceased to conform to All Weather specifications or requirements; chemical attack on the membrane as a result of exposure to chemicals, including but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, oils, or any other corrosive chemical.
- Changes in usage of the building contrary to applicable structure usages over which this limited warranty coverage is extended.
- Damage resulting from any new installations on or through the roofing membrane or flashing or from traffic of any nature on the roof.
- Any repairs or other applications to the roof membrane or base flashing after the date of completion, unless performed in a manner acceptable to and approved by All Weather Roofing Products in writing in advance.
- Any damage occurring more than thirty (30) days after the discovery of a leak by the Owner or its agent, unless All Weather is notified of such leak within thirty (30) days of the discovery.
- Areas of roof which pond water.

No representative, employee, or agent of All Weather, or any other person, has any authority to assume for the Company any additional or other

liability or responsibility. The Company shall not be responsible for or liable for any change and/or amendment to the All Weather roof specifications in regard to the construction of the roof described above, unless the change and/or amendment to the specifications are approved in writing by All Weather Roofing Products

#### C. STATEMENT OF LIABILITY

U.S. Ply, Inc. (dba) All Weather Roofing Products sole responsibility for breach of this limited warranty is the replacement, of that portion of the All Weather materials that contain manufacturing defects or deterioration caused by ordinary wear and tear by the elements that have resulted in a roof leak. Repair or replacement of the deck or other materials used in conjunction with the roofing system is NOT included. The Company's maximum liability for cost of repairs or replacement during the first year after completion is the original cost of the All Weather materials only. After the first year, the Company's **MAXIMUM LIABILITY** is limited to the original cost of the All Weather materials used on the roof reduced by eight and thirty-four percent (8.34%) of the maximum liability during each year of this limited warranty, less any costs previously incurred by the Company for the repair or replacement during previous years. In no event shall All Weather Roofing Products be liable for a sum greater than the maximum liability of this limited warranty or for more than five (5) times the proportional cost paid to the Company for the All Weather materials installed on the affected portion of this roof, whichever is less. It shall be a condition to the liability of All Weather Roofing Products hereunder that All Weather has access to the roof during business hours throughout the term of the Warranty. This Warranty will be subject to all Material costs being paid.

#### D. OWNER RESPONSIBILITIES

The owner must mail the attached warranty registration card within thirty (30) days of completion of the roof for this limited warranty to be effective. In the event of a leak resulting from a manufacturing defect or ordinary wear and tear by the elements, the building owner must notify the All Weather Roofing Products located at P.O. Box 11740 Fort Worth, TX 76110 in writing within thirty (30) days after discovery of the leak. Owner acknowledges and agrees that, in the event Owner files a Notice of Claim that requires an inspection by All Weather personnel and such Claim is not covered by this Limited Warranty, Owner shall reimburse All Weather for any and all expenses incurred by All Weather in connection with such inspection.

#### E. NON-ASSIGNABILITY

This limited warranty shall only be applicable to and benefit the original owner named above and is NOT TRANSFERABLE OR ASSIGNABLE in any manner.

**THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability on the part of ALL WEATHER ROOFING PRODUCTS whether any claim against it is based upon STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY OR CAUSE OF ACTION. In no event shall All Weather Roofing Products be liable for CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including but not limited to interior damage.**

**NOTE:** Some states do not allow limitations on how long an implied warranty lasts or the exclusion of incidental or consequential damages so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state.

All Weather Roofing Products is a business unit of U.S. Ply, Inc.