DURO-LAST
THE WORLD'S BEST ROOF®

# 20 YEAR DURO-TECH™ NDL WARRANTY

DURO-TECH™
TPO BY DURO-LAST®

Warranty No. _____

Subject to the conditions and limitations contained herein, Amrize Building Envelope LLC, an Indiana limited liability company ("Amrize" or "Duro-Last"), Amrize grants this Limited Warranty ("Warranty") to the owner of a building ("Owner") containing a Duro-Tech Roofing System ("Duro-Last System") installed by a Duro-Last Authorized Dealer/Contractor ("Contractor").

Duro-Last's obligation during the 1st through 20th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's sole obligation is the repair of the of the Duro-Last System, including the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation, and any outstanding invoices issued by Duro-Last related to the Duro-Last System, such as for non-warranty repair costs, that arise after the installation;
B. The Duro-Last System has been installed following Duro-Last's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the Duro-Last System;
C. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this Warranty has been signed by a Duro-Last Quality Assurance Manager, and the Contractor has confirmed that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements;
D. All deficiencies in installation noted in any Duro-Last inspection report have been corrected to Duro-Last's satisfaction;
E. The Owner has exercised reasonable and diligent care in the maintenance of the Duro-Last System by conducting good general roof maintenance in accordance with the attached Care and Maintenance Guide, which can also be located at https://duro-last.com/care;
F. The Owner has notified Duro-Last within 7 days of the discovery of any leak, failure, or other alleged Duro-Last System defect. Owner must notify Duro-Last by e-mailing dl.ws@amrize.com, or by certified mail, return receipt requested. Time is of the essence;
G. The Owner allows Duro-Last's QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense (including that of any damage caused by such removal and replacement) of any and all obstructions, overburden, superstrate, or overlays, temporary or permanent, including but not limited to: structures or assemblies added after installation, fixture or utilities on or through the Duro-Last System, rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other obstacles that impede access, clear observation, investigation, or repair of the Duro-Last System; and
H. Upon investigation, Duro-Last determines that the leak is not excluded under this Warranty, Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s) or an authorized Contractor makes the repair.
I.

## I. LIMITATIONS and EXCLUSIONS

A. The Duro-Last System subject to this warranty shall mean only the Duro-Tech branded roofing membranes, any Exceptional Metal branded roofing metal, and other Duro-Tech branded roofing accessories when installed in accordance with Duro-Last's technical specifications by a Duro-Last Contractor. No materials not manufactured or supplied by Duro-Last are covered under this Warranty. DURO-LAST SPECIFICALLY DISCLAIMS LIABILTIY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT DESCRIBED IN THIS SUBSCECTION A.
B. This Warranty does not apply to a Duro-Last System installed on a single-family residence.
C. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly, including inadequate or insufficient drainage, and/or ponding water on the Duro-Last System; nor shall Duro-Last be liable for any other products aside from the Duro-Last System. Duro-Last shall not be liable for deterioration, defects, or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, or failure of any building envelope component, etc.
D. Duro-Last is not liable for any Duro-Last System defect or failure nor for subsequent damages arising from natural forces, disasters, or Acts of God or causes outside Duro-Last's control including, but not limited to:
    1. Damage caused by winds in excess of 54 mph measured in 3 second gusts at 10 meters (33 feet) high, hail, fire, lightning, hurricane, tornado, downbursts, wind-blown debris, atomic radiation, flood, earthquake, volcanic activity, animals, insects, or
    2. Damage caused by any person or act(s) of war or terrorism, including any accident, vandalism, intentional act, roof traffic, storage of equipment or materials on the roof, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
    3. Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, by chemicals not normally found in nature or the like, by repairs made by Contractors not authorized by Duro-Last, or by repairs not made to Duro-Last's specifications or otherwise approved by Duro-Last in writing or
    4. Interior condensation and/or moisture entering the Duro-Last System in, from, through, or around walls, copings, structural defects, rooftop hardware or equipment, HVAC systems, skylights, or any part of the building structure, including from adjacent buildings, as well as any construction-generated moisture.
E. Duro-Last does not undertake any analysis of the architecture or engineering required to revalue what type of Duro-Last System, installation, or material is appropriate for a building and makes no warranty express or implied as to the suitability of its products for any particular structure; such a determination is the responsibility of the architect, engineer, or design professional. Damage related to the improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads are excluded from this Warranty.
F. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last System membrane.

**OVER: CONTINUED ON BACK**



SAMPLE

G. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System. Further, Duro-Last shall not be responsible for any changes in appearance, or surface imperfections caused by hail incidents.

H. Duro-Last does not warranty against damage or deterioration related to or caused by marine salt water, atmosphere, regular spray of salt or fresh water, acid, oil, harmful chemicals, or the reaction between them.

I. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.

J. Duro-Last does not warrant against any claim or damage caused by a change in building use or purpose.

## II. TERMS AND CONDITIONS

A. During the term of this Warranty, Duro-Last's employees or designees shall have free access to the building for inspection, audit, or repair purposes during regular business hours with reasonable advance notice. In the event that access is limited due to security, tenant concerns, or other restrictions, Owner shall reimburse Duro-Last for all reasonable costs incurred during inspection and/or repair of the Duro-Last System that are due to delays associated with said restrictions.

B. Should Duro-Last's investigation reveal that the leak is excluded under this Warranty, Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Warranty null and void. Owner is responsible for completing repairs not covered by this Warranty. Failure by Owner to repair unwarranted leaks in a reasonable manner using a Duro-Last authorized contractor within thirty (30) days after discovering such leaks shall render this Warranty null and void.

C. Owner shall notify Duro-Last in writing upon making any alterations to the Duro-Last System, or installing any structures, fixtures or utilities on or through the Duro-Last System after installation, including, but not limited to: Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access. Duro-Last, in its reasonable discretion, may approve or reject such alteration. Failure to obtain Duro-Last's written approval for a roof alteration, or failure to provide required documentation, shall render this Warranty null and void. However, no approval by Duro-Last shall function as an extension of the scope of this warranty to such alteration, change the status of such alteration from an exclusion under Section II above, or serve as a representation regarding such alteration in any way. No approval by Duro-Last shall deem to expand Duro-Last's liability in any way.

D. This Warranty is transferable to subsequent Owners upon the express written authority of Duro-Last and at Duro-Last's sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last System prior to the transfer of this Warranty. The Owner, (undersigned below) must pay Duro-Last's then in effect warranty transfer fee and must also pay for any non-warranty related repairs identified during any pre-transfer inspection. A transfer of this Warranty shall not be effective until all outstanding Duro-Last invoices have been satisfied. In addition, change in use of the building from that when the Duro-Last System was installed will render this Warranty void.

E. This Warranty must be signed by a Duro-Last Quality Assurance Manager, Contractor, and Owner. Coverage under the terms of this Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. The term of this warranty shall not be extended under any circumstances without Duro-Last's specific written agreement.

F. In the event that repairs not covered by this Warranty are necessary, Duro-Last reserves the right to suspend this Warranty until such repairs have been completed.

G. This Warranty shall be governed by the laws of the State of Tennessee without regard to conflicts of law principles. Any dispute, controversy, or claim between Owner and Duro-Last concerning this Warranty or relating to any material(s) supplied by or required by Duro-Last shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Duro-Last do not resolve the dispute, controversy, or claim in mediation, Owner and Duro-Last agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

H. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.

I. Owner shall maintain and keep in force property, casualty and liability insurance necessary to protect against all insurable losses. Owner agrees to waive any and all rights of subrogation against Duro-Last for losses covered by such insurance.

J. Duro-Last does not waive any rights under this Warranty by refraining from exercising its rights in full in one or more instances.

K. If any portion of this Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue to be in full force to the fullest extent of permitted by law.

**THIS WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.**

**THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED.**

**THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.**

**THIS WARRANTY CANNOT BE AMENDED, ALTERED, OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF DURO-LAST. NO OTHER PERSON HAS ANY AUTHORITY TO BIND DURO-LAST WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.**

SAMPLE

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last.

**SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.** If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

**Amrize Building Envelope LLC**
**525 Morley Drive**
**Saginaw, MI 48601**
**800-248-0280 duro-last.com**

_____
Signature of Duro-Last Quality Assurance Manager

_____
Name of Building

_____
Address of Building

_____
City, State & ZIP of Building

_____
Building Designation

_____
Effective Date

_____
Serial No.

_____
Signature of Owner

_____
Owner (printed)

_____
Signature of Contractor

_____
Contractor (printed)

_____
Square Footage

_____
Warranty No.

SAMPLE