



SUPREME

20 | **NDL**
YEAR | **WARRANTY**

15 Years Consequential Damages
And 5 Years Material and Labor

Warranty No. _____

I. TERMS and CONDITIONS

Duro-Last®, a division of Holcim Solutions and Products US, LLC ("Duro-Last"), grants this No-Dollar Limit ("NDL") Warranty ("Warranty") to the owner of a building ("Owner") containing a Duro-Last Roofing System ("Duro-Last System") installed by a Duro-Last authorized Dealer/Contractor ("Contractor"), subject to the conditions and limitations contained herein.

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 obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes 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 that arise after the installation;
- B. 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 confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements;
- C. The Owner must exercise 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 duro-last.com/care.
- D. 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 calling the Duro-Last Service Center at 1-866-284-9424, by e-mailing dl.ws@holcim.com, or by certified mail, return receipt requested;
- E. 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 any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- F. 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.

During the 1st through 15th year of this Warranty, Owner and Duro-Last agree that this Warranty covers incidental and consequential damages derived from leaks caused by defects warranted against above. During the 16th through 20th year of this Warranty term, Owner and Duro-Last agree that Duro-Last shall not be responsible for any incidental or consequential damages, including but not limited to any loss of profits, loss of use of the building or any damage to the building or its contents. Duro-Last must receive notice in the manner set forth above, prior to the first day of the 16th year, of any claim for incidental or consequential damages, otherwise such claim is waived.

II. LIMITATIONS and EXCLUSIONS

- A. This Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or the roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to:
 - 1. Damage caused by fire, lightning, hurricane, winds in excess of 55 mph measured in 3 second gusts at 10 meters (33 feet) high, hail, tornado, flood, earthquake, animals, insects; or
 - 2. Damage caused by accident, vandalism, intentional act, 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, or by chemicals not normally found in nature or the like; or
 - 4. Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. 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.
- G. This Warranty is transferable to subsequent Owners only upon the express written consent 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 transfer of this Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.
- H. This Warranty must be signed by a Duro-Last Quality Assurance Manager. Coverage under the terms of this Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No Dollar Limit Warranty does not alter the Effective Date.
- I. This Warranty shall be governed by the laws of the State of Tennessee without regard to principles of conflicts of law.
- J. 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.
- K. Duro-Last does not waive any rights under this Warranty by refraining to exercise its rights in full in one or more instances.

OVER: CONTINUED ON BACK

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. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.

OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 1ST THROUGH 15TH YEAR OF THIS WARRANTY, THIS WARRANTY COVERS INCIDENTAL AND CONSEQUENTIAL DAMAGES DERIVED FROM LEAKS CAUSED BY DEFECTS WARRANTED AGAINST ABOVE. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 16TH THROUGH 20TH YEAR OF THIS WARRANTY, 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, 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.

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.

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. Furthermore, no person may change or modify any term or condition of this Warranty unless in writing and signed by the authorized representative of the Owner and by the Duro-Last Quality Assurance Manager.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, 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.

DURO-LAST Division of Holcim Solutions and Products US, LLC
525 Morley Drive
Saginaw, MI 48601

Name of Building

Signature of Duro-Last QA Tech Rep or QA Manager

Address of Building

Signature of Owner

City, State & ZIP of Building

Owner (printed)

Building Designation

Signature of Contractor

Effective Date

Contractor (printed)

Serial No.

Square Footage

Warranty No.