



20  
YEAR

**DURO-SHIELD®**  
MATERIAL AND LABOR  
LIMITED WARRANTY



Building Owner

Warranty No.

Amrize Building Envelope LLC, an Indiana limited liability company ("Amrize" or "Duro-Last"), Amrize warrants to the Building Owner ("Owner") named above that Duro-Last will, subject to the Terms, Conditions, and Limitations set forth herein, provide labor and material during the Warranty Period to repair any leak through the Duro-Shield branded roof coating, Duro-Shield branded primers and base coats, and other Duro-Shield branded accessories provided by Duro-Last for the project named above when installed by an authorized Duro-Shield contractor and following the installation instructions and technical specifications published by Duro-Last (collectively the "Duro-Shield Coating" or "Coating") caused by: (1) deterioration due to normal exposure to weather, (2) manufacturing defects, or (3) workmanship in the application of the Coating.

## TERMS, CONDITIONS AND LIMITATIONS

**Notice.** In the event that a leak occurs in the Coating, Owner must give notice to Duro-Last Warranty Services ("Warranty Services") in writing or by telephone within thirty (30) days of the occurrence of the leak. By so notifying Duro-Last, Owner authorizes Duro-Last or its designee to investigate the cause of the leak at its option. Duro-Last will have no obligation to repair any leak under this Limited Warranty if Owner fails to give proper notice to Warranty Services as set forth herein. Notifying Authorized Contractor, a local contractor, or Duro-Last's authorized sales representative is not notice to Warranty Services as required by this section.

**Investigation.** Should the investigation reveal that the leak is not through the Coating or is otherwise excluded by the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs and shall repair the unwarranted leak at Owner's expense within a reasonable time but no more than sixty (60) days from the date of the investigation. Failure by Owner to pay for these costs or to have unwarranted leaks repaired by an authorized Duro-Shield contractor shall render this Limited Warranty null and void.

**No Dollar Limit (NDL) On Leak Repairs.** Owner's sole and exclusive remedy and Duro-Last's total liability shall be limited to the repair of warranted leaks. There is no dollar limit placed on the cost to repair a warranted leak.

**Leaks Not Covered & External Damage.** Duro-Last will have no obligation to repair: (1) any leak not through the Duro-Shield Coating; (2) any leak or damage caused by an installation, modification, or repair of the Coating not in accordance with Duro-Last's technical specifications or not made by an authorized Duro-Shield contractor; (3) any leak or damage caused by or traced to failure of the roofing substrate, including, but not limited to: attachment of the roofing substrate to building structural components, movement, deterioration, or failure of structural decking, remedial repairs to prepare the roofing substrate to receive the Coating, latent moisture, or deterioration of existing roofing panels, membranes, underlayments, insulation, fasteners, asphalt, adhesives, or existing coating(s); (4) any leak or damage caused by traffic or storage of materials or equipment on the Duro-Shield Coating not specifically accepted in writing by Duro-Last; or, (5) any leak or damage caused by the breach, rupture, or failure of any building envelope component not covered under this Limited Warranty.

**Ponding Water.** Duro-Last will have no obligation to repair any leak in or damage to the Coating caused by or traced to ponding water.

**Discoloration.** Duro-Last shall not be liable for fading, dirt accumulation, or discoloration of the Coating, or for aesthetic imperfections due to installation that do not impair the Coating's ability to resist leaks.

**Transfer.** This Limited Warranty shall not be transferable and assignable.

**Alteration.** Owner shall notify Duro-Last in writing upon making any alterations to the Coating, or installing any structures, fixtures, or utilities on or through the Coating after installation, including, but not limited to: Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access. Failure to obtain Duro-Last's approval for an alteration to the Coating, or failure to provide required documentation, shall render this Limited Warranty null and void.

**AMRIZE BUILDING ENVELOPE LLC**

By:

\_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT. ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Amrize Building Envelope LLC ■ 525 W. Morley Drive ■ Saginaw, MI 48601  
800.248.0280 ■ duro-last.com

\_\_\_\_\_  
Warranty Commencement Date

\_\_\_\_\_  
Warranty Period

\_\_\_\_\_  
Building Identification

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

\_\_\_\_\_  
Building Owner

\_\_\_\_\_  
Authorized Contractor

\_\_\_\_\_  
Contractor Acct. No.

\_\_\_\_\_  
Material Type

\_\_\_\_\_  
Square Footage

DL280059

OVER: CONTINUED ON BACK

## GENERAL TERMS, CONDITIONS, AND LIMITATIONS

**SUBJECT TO THE TERMS, CONDITIONS, AND LIMITATIONS SET FORTH HEREIN, AMRIZE BUILDING ENVELOPE LLC, AN INDIANA LIMITED LIABILITY COMPANY ("AMRIZE" OR "DURO-LAST"), PROVIDES THE BUILDING OWNER ("OWNER") NAMED HEREIN WITH THIS LIMITED WARRANTY FOR THE DURO-LAST PROVIDED DURO-SHIELD MATERIAL(S) SET FORTH HEREIN. THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH COMPRISE THE EXPRESS TERMS AND CONDITIONS OF THIS LIMITED WARRANTY. ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES. IN THE EVENT THAT INCONSISTENCIES EXIST BETWEEN THE GENERAL TERMS, CONDITIONS, AND LIMITATIONS LISTED BELOW AND THE TERMS, CONDITIONS, AND LIMITATIONS LISTED IN SUBSEQUENT PAGES, THE SUBSEQUENT PAGES WILL CONTROL.**

**Payment Required.** Duro-Last will have no obligation under this Limited Warranty unless and until Duro-Last and Authorized Contractor have been paid in full for all materials, supplies, services, approved written change orders, warranty costs, and other costs which are included in, or incidental to, the Material and installation of same. In the event that repairs not covered by this Limited Warranty are necessary, Duro-Last reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed Duro-Shield contractor and/or Duro-Last has been paid in full for such repairs.

**Exclusions.** Duro-Last will have no obligation under this Limited Warranty, or any other liability, now or in the future, for any damage to, deterioration of, or failure of the Material as installed caused by: (1) failure of building components, including, but not limited to: substrates, structural elements, joists, ceilings, walls, foundation, mortar, HVAC units, skylights, plumbing, piping, windows, roof decks, and wood nailers; (2) condensation or infiltration of moisture in, from, through, or around walls, skylights, foundations, copings, rooftop hardware or equipment, lights, the building structure, or underlying or surrounding materials; (3) acid, oil, chemicals (including chlorides, chloramine, or other water purification chemicals), or the reactions between them; (4) fires, wind events (tornadoes, downbursts, and hurricanes), wind-blown debris, lightning, earthquakes, floods, volcanic activity, atomic radiation, insects, animals, or other act(s) of God; (5) act(s), conduct or omission(s) by any person, or act(s) of war, terrorism, or vandalism, which damage the Material, or which impair the Material's ability to perform properly; (6) failure to accurately calculate wind uplift and/or applicable design loads; (7) failure to specify a vapor retarder or an air barrier; (8) deterioration of metal materials and accessories caused by condensation, marine salt water, atmosphere, or by the regular spray of either salt or fresh water; (9) failure of any materials not manufactured or supplied by Duro-Last that are not specifically accepted in writing by Duro-Last including, but not limited to: metal coping, insulation, drains, flashings, skylights, or hatches; (10) change in building use or purpose; (11) failure by the authorized Duro-Shield contractor or any additional contractor or subcontractor to follow Duro-Last's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the Material. It shall be the authorized Duro-Shield contractor's sole and exclusive responsibility to strictly follow Duro-Last's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the Material; or, (12) failure to correct all installation deficiencies listed in any Duro-Last inspection report.

**Product Selection.** Duro-Last does not undertake any analysis of the architecture or engineering required to evaluate what type of 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.

**Access.** During the term of this Limited Warranty, Duro-Last's employees or designees shall have free access to the building for inspection, audit, or repair of the Material 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 Material that are due to said restrictions.

**Overburden.** Owner shall be responsible for the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata, or overlays, either permanent or temporary, that impede access, clear observation, investigation, and repair of the Material ("Overburden"). Such Overburden includes but is not limited to structures or assemblies added after installation, fixtures, or utilities on or through the Material, support platforms or bases for photovoltaic (PV) arrays (aka - solar panels), garden roofs, decks, patios, protective coverings, stored liquids, water features, or any other obstacles, excluding ballast or pavers accepted by Duro-Last or Overburden specifically included in subsequent pages of this Limited Warranty.

**Term.** The term of this Limited Warranty shall be for the Warranty Period set forth herein and shall not be extended under any circumstances without Duro-Last's written approval.

**Waiver & Severability.** Duro-Last's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force to the fullest extent permitted by law.

**Disputes.** Any dispute, controversy, or claim between Owner and Duro-Last concerning this Limited 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. Owner hereby releases Duro-Last from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

**Governing Law.** 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. If mediation doesn't resolve it, all legal action must take place in the state and federal courts in Davidson County, Tennessee. Both parties agree to this jurisdiction.

**DURO-LAST DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY DURO-LAST. DURO-LAST SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY DURO-LAST. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND DURO-LAST HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST DURO-LAST AND DURO-LAST SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. THIS LIMITED 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.**

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Amrize Building Envelope LLC ■ 525 W. Morley Drive ■ Saginaw, MI 48601 ■ 800.248.0280 ■ duro-last.com

Amrize Building Envelope LLC 26 Century Blvd., Nashville, TN 37214  
Duro-Last® is a brand of Amrize Building Envelope LLC.  
20 Year DS Material and Labor 06.04.2025

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