

ASC ROOF RENEWAL SYSTEM LIMITED WARRANTY

WARRANTY NUMBER: _____
CONTRACTOR NAME: _____
BUILDING NAME: _____
PROJECT ADDRESS: _____
BUILDING OWNER'S NAME: _____
BUILDING OWNER'S ADDRESS: _____
AREA OF ROOF (SQ): _____ DATE OF COMPLETION: _____ SPECIFICATION NUMBER: ASC 20 WARRANTY PERIOD: 20 YEARS REMEDIES: MATERIAL AND LABOR

Our Promise: American Standard Coatings (“American Standard Coatings” or “ASC”), warrants that subject to the other terms, conditions, and limitations described herein below, ASC at its cost and expense will or by and through a certified ASC Authorized Applicator repair any leaks in the ASC Roof System provided that a complete ASC Roof System was installed by an ASC Authorized Applicator according to ASC’s installation instructions and specifications (“Covered Leak Repairs”). Covered Leak Repairs must be performed by an ASC Authorized Applicator after written notice to ASC as approved by ASC in writing to keep this warranty in effect subject to all of the other terms set forth herein. There is no dollar limitation (“NDL”) on Covered Leak Repairs. The ASC Roof System (American Standard Coatings Roof System) as used in this warranty means only ASC brand roofing, coatings, primers, fabrics, adhesives, sealants, additives, and flashing membrane, (or other ASC specified insulation), adhesives, membrane/insulation fastening system components, as ASC as has been specified in writing on ASC’s website at www.asc-bm.com.

Warranty Period: Twenty (20) Year Warranty from the date the Warranty is formally issued by ASC. A formal warranty will not be issued before the Date of Completion (as that term is defined below) and before the ASC Roof System has been fully installed according to ASC’s installation instructions and specifications. Before the Warranty is formally issued an independent third-party roofing inspector must confirm in writing to ASC (and within 30 days of the Date of Completion) that the ASC Roof System was installed by an ASC Authorized Applicator according to ASC’s furnished installation instructions and specifications. Full payment of all labor, material, warranty and other fees is a condition precedent to the enforceability of this warranty and for this warranty to be effective full payment of all labor, material, warranty, and other fees must be paid without dispute or offset, no later than thirty (30) days after the Date of Completion of this warranty is null and void *ab initio*.

Owner’s Responsibilities to Keep Warranty in Effect: Owner’s failure to comply with any of the procedures, terms and conditions set forth in this warranty herein shall automatically without any action on ASC part, void this Warranty and including but not limited to the following:

- a. **If a leak is discovered:** Immediately notify the original ASC Authorized Applicator roofing installer to report the leak location and severity and send an email within 48 hours of the notification to the ASC Authorized Applicator. Then notify ASC’s Technical Services Department at 562-777-8200 within five (5) calendar days (120 hours) of discovering the leak and also send written notice via certified mail, return receipt requested, within fourteen (14) days of discovery of any claimed leak to ASC Attn: Warranty Department, 9631 De Soto Ave. Chatsworth, CA 91311. Notice to original ASC Authorized Applicator roofing installer is not notice to ASC. Reporting a leak to ASC also constitutes the Owner’s permission for ASC to investigate the source or origin of the claimed leak, including inspection of the roof as ASC deems necessary. Overlying materials such as but not limited to, planters, pavers, garden roofs, decking, conduits, or equipment which impede investigation or repair of the ASC Roof System must be removed and replaced at the Owner’s expense. The Owner must promptly provide ASC with any additional requested information or documents requested by ASC. Owner must respond within 48 hours to inquiries, requests for information or documents from ASC and allow access to ASC concerning any leaks or requests to inspect the ASC Roof System, to keep this Warranty in effect.
- b. **Emergency repairs:** After notifying ASC’s Warranty Department, the Owner shall, where necessary minimize damage to the building and its contents, perform emergency repairs at the Owner’s sole expense to abate the emergency only. Where permanent damage or concealment of the ASC Roof System is caused to the building as a consequence of emergency repairs this warranty is void.
- c. **Maintenance:** Owner is responsible for all reasonable general maintenance and care of the ASC Roof System and Owner shall perform at least the following that must be substantiated by contemporaneous documentation to keep this Warranty in effect : (i) semi-annual roof inspections; (ii) semi-annual removal of accumulated dirt, debris or other contaminants from the roof surface and drainage outlets; (iii) maintenance of caulks or sealants as necessary to maintain the roof in a watertight condition at flashing or membrane terminations, penetrations, and metal work in and around the ASC Roof System and (iv) compliance by Owner with ASC Care and Maintenance information published on ASC website. Owner shall document general maintenance and care and all work completed on the roof with photographs and maintain those records during the period of this warranty. Owner shall during the period of this warranty also maintain records of inspections and maintenance and make those records available to ASC. Owner shall submit an annual declaration under oath via email to ASC at info@asc-bm.com the form prescribed by ASC and by no later than December 31 for each successive calendar year after the Date of Completion certifying that Owner has performed: (i) semi-annual periodic/seasonal roof inspection; (ii) semi-annual removal of any accumulated dirt, debris or other contaminants from roof surface and drainage outlets; (iii) maintained all caulks or sealants necessary to maintain the roof in a watertight condition at flashing or membrane terminations, penetrations, and metal work in and around the ASC Roof System; and (iv) complied with ASC Care and Maintenance information published on ASC website. Owner shall maintain the above documentation and photographs for at least three calendar years.
- d. **Transfer:** Owner can transfer this Warranty to a subsequent owner for any remaining warranty term only if: (a) Owner provides thirty (30) days advance written notice of the change in ownership by completing the Warranty Transfer Form obtained from ASC; and (b) Owner makes any repairs to the ASC Roof System or other roofing and building components that are identified by ASC as necessary to preserve the integrity of the ASC Roof System. and (c) Owner pays a transfer fee of \$1,500 within 90 days of the date of transfer of the Property at which the ASC Roof System was installed. This Warranty is not otherwise transferrable by contract or operation of law.
- e. **Mediation:** Owner shall mediate any dispute with ASC, whether arising in contract, tort or otherwise. Failure of Owner to participate in a mediation in Los Angeles County California and administered by ADR Services in the City of Los Angeles (Century City) State of California shall void this warranty. The mediation shall be completed within 180 days of any leak that Owner claims is a Covered Leak and disputed by ASC.

Exclusions from Coverage. This Warranty does not cover leaks or other conditions caused by:

- a. Natural disasters, such as gale force wind or hail (unless a wind or a hail warranty rider has been added), windfall or wind-blown debris, flood, tornado/microburst, hurricane, lightning/electrical storm, fire, earthquake, or any act of God.
- b. Failure of or deterioration of underlying substrates or damage to the ASC Roof System resulting from collapse, movement, deflection, moisture content, deterioration, or other failures of any portion of the underlying structure; loss of insulation, moisture/air infiltration, or condensation through the roof deck, walls, penetrations, rooftop equipment or any other component of the building.
- c. Change in use, abuse, or misuse, including damage from traffic, vandalism, or building maintenance; staging or storage of any nature on the ; failure to properly maintain the roof system; or a substantial change in the usage of the building without ASC’s approval. Misuse also includes using any portion of the ASC Roof System for any purpose other than a roof waterproofing system. Contact with incompatible products, materials, cleaners, chemicals or compounds, environmental fallout, and any other chemicals not approved by ASC.
- d. Alterations during or after installation, including any addition, penetration, demolition, or substantial work performed on or through the ASC Roof System without prior ASC’s approval; or that is not in compliance with ASC’s specifications and installation instructions; or for a defect caused by the negligence of the ASC Authorized Applicator Contractor or subcontractor or supplier at any tier.

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- e. Any building component, support, attachment anchor, or device that ties or connects the ASC Roof System to any non-ASC Roof System product or any material, component, or product not supplied by ASC.
- f. Building design, including but not limited to inadequate ventilation, thermal resistance, moisture vapor control; improper placement of thermal insulation; installation of air/vapor barriers or retarders, closures and sealants or the installation or placement of equipment, walking decks, paver systems, decorative tile or topping materials, rooftop garden or solar assemblies.
- g. Leaks caused by ponding, unless caused by the ASC Roof System including leaks caused to the substrate for the ASC Roofing System or negligent design of the roof or as a consequence or any unapproved materials used in or with ASC Roofing System not supplied by ASC.
- h. Animals, plants, insects, or other organisms on or beneath the ASC Roof System, including algae, moss, fungi, lichens, mold, or mildew. This warranty also does not cover discoloration, dulling, loss of reflectivity, loss of acrylic surfacing, loss of printed patterns, or accumulation or retention of dirt, dust, general pollutants.
- i. Any condition that is not in accordance with ASC installation instructions unless specifically accepted by ASC in writing.

Limitation of Damages, Choice of Law & Jurisdiction: THIS WARRANTY SUPERSEDES AND REPLACES ALL OTHER EXPRESS (WRITTEN OR ORAL) AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THIS WARRANTY IS OWNER'S SOLE AND EXCLUSIVE REMEDY. ASC SHALL NOT BE LIABLE UNDER ANY THEORY OF LAW OR EQUITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF WARRANTY OR STRICT LIABILITY) FOR ANY GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, INJURY OR DAMAGE TO ANY BUILDING OR STRUCTURE, ITS CONTENTS, OR ANY PERSON DUE TO ANY CAUSE, INCLUDING WITHOUT LIMITATION PRODUCT FAILURE, LEAKS, MOISTURE, CONDENSATION, MOLD, ORGANISMS, CHANGE IN APPEARANCE, LOSS OF REFLECTIVITY, VAPOR OR ODORS.

Inspection(s) (if any) of the installation or condition of a roof are solely for ASC's information and convenience, and any such inspection(s) shall not create any additional duty, liability, or warranty by ASC express or implied, nor any additional remedy for the Owner or any other person. Owner is solely responsible for the investigation and remedy of any non-covered leaks or conditions.

This Warranty is governed by the laws of the State of California. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation or exclusion of implied warranties, so the above exclusions and limitations may not apply where prohibited expressly by law.

ASC SHALL NOT BE LIABLE TO THE OWNER FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, OR SPECULATIVE DAMAGES (INCLUDING IN RESPECT OF LOST PROFITS OR REVENUES). NO REPRESENTATIVE, EMPLOYEE, OR AGENT OF ASC IS AUTHORIZED TO MODIFY THIS WARRANTY EXCEPT IN WRITING AS AUTHORIZED IN WRITING BY ASC'S TECHNICAL SERVICES DIRECTOR OR BY AUTHORIZED ASC WARRANTY AMENDMENT.

Any dispute, controversy or claim arising out of or relating in any way to this Warranty, the purchase of an ASC Roofing System or the breach, termination, enforcement, interpretation or validity of this Warranty, including the determination of the scope or applicability of this agreement to arbitrate, shall be exclusively resolved by binding arbitration in Los Angeles, California, or another location mutually agreed to by the parties. The arbitration shall be administered by ADR Services, Inc. ("ADR Services") and all hearings shall be held before a sole arbitrator in Century City, Los Angeles, California. The arbitration shall be binding with no right of appeal. The arbitration shall be conducted pursuant to the ADR Services, Inc. Arbitration Rules. The arbitration shall be commenced by filing a demand for arbitration with the administrator of ADR Services, Inc. and serving the demand on the responding party. Upon receipt of the demand for arbitration, ADR Services will send a "Commencement Letter" acknowledging receipt of the demand. The responding party may file a response and/or a counter-claim within fifteen (15) calendar days of receipt of the demand. If no response is filed, all allegations of the demand shall be deemed denied. The parties shall select an arbitrator by mutual agreement through ADR Services within thirty (30) calendar days of the date the demand for arbitration was filed. If the parties are unable to agree on the selection of an arbitrator within such time, the administrator of ADR Services shall select an independent arbitrator pursuant to the procedures set forth in the ADR Services, Inc. Arbitration Rules, then in effect. The costs of arbitration, including the arbitrator's fees, shall be borne equally by the parties to the arbitration, unless otherwise ordered by the arbitrator or agreed upon by the parties. The parties to this agreement further agree to abide by any award rendered by the arbitrator. Judgment on the award rendered by the arbitrator may otherwise be entered in any court having jurisdiction thereof.

In witness thereof, the undersigned have caused this instrument to be duly executed and signed the _____ day of _____, 20____.

By: _____

Title: _____