



ASPHALT MEMBRANE LIMITED WARRANTY

Warranty No: {ins#0}

FBPCO #{ins#1}

Square Footage: {ins#2} s. f.

Building Owner: {ins#3}

Building Identification: {ins#4}

Building Address: {ins#5}

Warranty Period Of: {ins#8} Years Beginning on: {ins#6}

Roofing Contractor: {ins#7}

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, repair any leak in the Firestone Asphalt Roofing Membrane ("Membrane") as a result of weathering due to ordinary exposure to the elements or any manufacturing defect in the Membrane. Firestone's repair obligation over the life of this warranty is limited to the Owner's original cost of the Membrane.

TERMS, CONDITIONS AND LIMITATIONS

1. The Membrane is limited to mean the Firestone brand Asphalt Membrane when installed in accordance with Firestone Technical Specifications.
2. In the event any leak should occur in the Membrane: (a) The Owner must give written notice to Firestone within thirty (30) days of the discovery of a potential claim along with three 12"x12" samples from the roofing membrane. Two samples must be from the suspected area and one must be from another area. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak. (b) If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Owner's sole and exclusive remedy and Firestone's liability will be limited to the repair of the leak. (c) Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations set forth herein, the Owner is responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Asphalt Membrane Limited Warranty ("Limited Warranty") null and void. Firestone will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner and within a reasonable time shall render this Limited Warranty null and void. (d) Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
3. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed or registered applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the Membrane.
4. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, wind, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, which damages the Membrane or which impairs the Membrane's ability to resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the Membrane, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Warranty titled "Building Envelope Care and Maintenance Guide"; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Membrane, which damages the Membrane, or which impairs the Membrane's ability to resist leaks; (g) Alterations or repairs to the Membrane not approved in writing by Firestone; (h) The architecture, engineering, construction or design of the roof, roofing Membrane, or building. Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of roof Membrane is appropriate; (i) A change in building use or purpose; (j) Failure to give proper notice as set forth in paragraph 2(a) above; (k) Pooled water.
5. This Limited Warranty shall be transferable subject to Firestone inspection, written approval, and payment of the current transfer fee.
6. During the term of this Limited Warranty, Firestone, its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the Membrane that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, as necessary to expose the Membrane for inspection and/or repair.
7. Firestone'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.
8. This Limited Warranty does not cover flashings, seams, adhesives, sealants, coatings or workmanship.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS 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 FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By: **John R. Geary**

Authorized

Signature:

Title: **VP of Quality, Technology & Product Development**