

2001 COMPANY WIND VENTED ROOFING SYSTEM LIMITED WARRANTY

Warranty No: _____ Square Footage: _____ s.f.
Building Owner: _____
Building Identification: _____
Building Address: _____
Warranty Period of: _____
Roofing Contractor: _____

For the warranty period indicated above, 2001 Co., ("2001 Co. ") a Connecticut corporation, warrants to the Building Owner ("owner") named above that 2001 Co. will, subject to the Terms, Conditions and Limitations set forth below, repair any leak in the 2001 Wind Vented Roofing System ("System").

TERMS, CONDITIONS AND LIMITATIONS

- Products Covered.** The "System" shall mean only the 2001 Co. brand roofing membranes, 2001 Co. brand roofing insulations, 2001 Co. brand roofing metal, and other 2001 Co. brand roofing accessories when installed in accordance with 2001 Co. technical specifications by a 2001 Co. licensed applicator.
- Notice.** In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to 2001 Co. within thirty (30) days of any occurrence of a leak.
Written notice shall be sent to 2001 Co. at the street address or fax number shown on the reverse side of this Limited Warranty. Evidence of this notice shall be the receipt by Owner of a 2001 Co. Warranty Claim Information Sheet. By so notifying 2001 Co., the Owner authorizes 2001 Co. or its designee to investigate the cause of the leak.
- Investigation.** If upon investigation, 2001 Co. determines that the leak is not excluded under the Terms, Conditions and Limitation set forth in this Wind Vented Roofing System Limited Warranty (the "limited Warranty"), the Owner's sole and exclusive remedy and 2001 Co.'s total liability shall be limited to the repair of the leak. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. 2001 Co. 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 using a 2001 Co.-licensed applicator and proof of repair within 60 days shall render this Limited Warranty null and void.
- Disputes.** Any dispute, controversy or claim between the Owner and 2001 Co. concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and 2001 Co. do not resolve the dispute, controversy or claim in mediation, the Owner and 2001 Co. agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of New Haven County in the state of Connecticut or the United States District Court, New Haven County. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts
- Payment Required.** 2001 Co. shall have no obligation under this Limited Warranty unless and until 2001 Co. and the license applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty cost and other costs which are included in, or incidental to, the System. In the event that repairs not covered by this Limited Warranty are necessary in the future, 2001 Co. reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or 2001 Co. has been paid in full for such repairs.
Exclusions. 2001 Co. 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, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, ponding water, organic deterioration from mold, mildew, fungus, etc., atomic radiation, insects or animals; (b) Winds of peak gust speed at or in excess of 55 MPH calculated at ten(10) meters above ground using available meteorological data; (c) Act(s) , conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the Systems or which impair the System's ability to resist leaks; (d) Failure by the Owner to use reasonable care in maintaining the System, said maintenance to include, but not be limited to, those items listed on the reverse side of this Limited Warranty entitled "Building Envelope Care and Maintenance Guide", and 2001 Co. "Specific Maintenance and Exclusion Form", "Care and Maintenance Information" sheet, and "Roofing System Owners Manual"; (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, skylights etc.; (f) Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylight, building structure or underlying or surrounding materials; (g) Acid, oil, harmful chemicals, or the reaction between them; (h) **Alterations or repairs to the System** that are not completed in accordance with 2001 Co.'s published specifications, not completed by an approved contractor, and/or not completed with proper notice to 2001 Co.; (i) The design of the roofing system; 2001 Co. does not undertake any analysis of the architecture or engineering required to evaluate what type of System 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; (j) Improper selection of materials for the roof assembly or the failure to accurately calculate wind uplift and/or roof loads; (k) Deterioration to metal roofing materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or, (l) Change in building use or purpose.
- Transfer.** This Limited Warranty shall be transferable subject to 2001 Co.'s Transfer Requirements and Owner's payment of the correct transfer fee set by 2001 Co.
- Term.** The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.
- Roof Access.** During the term of this Limited Warranty, 2001 Co.'s 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 2001 Co. for all reasonable cost incurred during inspection and /or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the damage cause by, removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, including accepted stone ballast or pavers, ponding water or snow and ice as necessary to expose the system for inspection and/or repair.
- Waiver.** 2001 Co.'s failure to enforce any of the terms or condition stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
- Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to that State's rules on conflict of laws.
- Severability.** If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision shall nevertheless continue in full force.
- Subrogation.** Building Owner waives subrogation rights on behalf of its insurers in consideration of this Limited Warranty.

2001 Co. DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY 2001 CO. 2001 CO. 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 2001 CO.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND 2001 Co. HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST 2001 Co., AND 2001 Co. SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR THEIR 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 2001 CO. NO OTHER PERSON HAS ANY AUTHORITY TO BIND 2001 CO. WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

2001 Co.
By: _____

Authorized
Signature: _____

Title: _____ President

BUILDING ENVELOPE CARE AND MAINTENANCE GUIDE (For 2001 Co. Wind Vented Roofing Systems)

Congratulations on your purchase of a 2001 Co. Wind Vented Roofing System! Your roof is a valuable asset that should be properly maintained. **All roofs and roofing systems require periodic inspection and maintenance to perform as designed and to keep your Limited Warranty in full force and effect.**

1. The roof shall be inspected at least twice yearly and after any severe storms. A record of all inspection and maintenance activities should be maintained, including a listing of the date and time of each activity as well as the identification of the parties performing the activity.
2. Proper maintenance and good roofing practice require that ponded water (defined as water standing on the roof forty-eight hours after it stops raining) not be allowed on the roof. Roofs should have slope to drain, and all drain areas must remain clean. Bag and remove all debris from the roof since such debris can be quickly swept into drains by rain. This will allow for proper water run-off and avoid overloading the roof.
3. The 2001 Co. Wind Vented Roofing System should not be exposed to acids, solvents, greases, oil, fats, chemicals and the like. If the 2001 Co. Wind Vented Roofing Systems is in contact with any such materials, these contaminants should be removed immediately and any damaged areas should be inspected by a 2001 Co. Approved Applicator and repaired if necessary.
4. The 2001 Co. Wind Vented Roofing System is designed to be a waterproofing membrane and not a traffic surface. Roof traffic other than periodic traffic to maintain rooftop equipment and conduct periodic inspections should be prohibited. In any areas where periodic roof traffic may be required to service rooftop equipment or to facilitate inspection of the roof, protective walkways should be installed by a 2001 Co. Approved Applicator to protect the roof surface from damage.
5. 2001 Co. roofing membranes require maintenance to the surface of the membrane to stop decomposition from water or organic debris:
 - a. **Smooth-surface 2001 Co. APP membranes** should be coated with an approved liquid coating, such as 2001 Co. Aluminum Roof Coating or other 2001 Co. approved coating applied in accordance with 2001 Co. specifications, in order to maximize the service life of the membrane. If this coating is not applied as part of the initial roofing installation, it should be applied within the first five years after the roof is installed to help protect the membrane from surface crazing and cracking. In addition, this coating should be maintained as needed to re-coat any areas that have blistered, peeled or worn through.
 - b. **Granule-surfaced 2001 Co. APP and SBS membranes** require surface maintenance and periodic inspection for contaminants, cuts or punctures. If areas of granular loss are discovered during inspection, these areas should be coated with a 2001 Co. approved coating applied in accordance with 2001 Co. specifications.
 - c. **Gravel-surface 2001 Co. BUR membranes** require surface maintenance and periodic inspection for contaminants or damage. If areas of gravel loss are discovered during inspection, gravel must be reinstalled into hot asphalt to protect the surface of the membrane. Coatings on smooth surface BUR membranes must be maintained as needed to re-coat any areas that have blistered, peeled or worn through.
 - d. **2001 Co. EPDM and TPO roofing membranes** require surface maintenance and periodic inspection for contaminants, cuts or punctures, and organic decomposition. Occasionally, 2001 Co. approved liquid roof coatings are applied to the surface of EPDM membranes in order to provide a lighter surface color. Such approved coatings do not need to be maintained to assure the performance of the underlying EPDM roof membrane, but some maintenance and re-coating may be necessary in order to maintain a uniform surface appearance. Special 2001 Co. approved coatings can be applied for specific contaminants.
 - e. **2001 Co. factory coated metal roofing panels and trim** require surface maintenance and periodic inspection for contaminants or damage. Periodic cleaning of the surface may be required to remove dirt and maintain the aesthetic appearance of the coated metal. Simple washing with plain water using hoses or pressure spray equipment is usually adequate. If cleaning with agents other than water is contemplated, several precautions should be observed: (1) do not use wire brushes, abrasives, or similar cleaning tools which will mechanically abrade the coating surface, and (2) cleaning agents should be tested in an inconspicuous area before use on a large scale.
6. All metal work, including counter-flashings, drains, skylights, equipment curbs and supports, and other 2001 Co.-brand rooftop accessories must be properly maintained at all times. Particular attention should be paid to sealants at joints in metal work and flashings. If cracking or shrinkage is observed, the joint sealant should be removed and replaced with new sealant.
7. Any alterations to the roof, including but not limited to roof curbs, pipe penetrations, roof-mounted accessories, and tie-ins to building additions must be performed by a licensed 2001 Co. Approved Applicator and reported to 2001 Co. Additional information and reporting forms for roof alterations are available at www.2001company.com.
8. Should you experience a leak:
 - (a) Check for the obvious: clogged roof drains, loose counter-flashing, broken skylights, open grills or vents, broken water pipes.
 - (b) Note conditions resulting in leakage. Heavy or light rain, wind direction, temperature and time of day that the leak occurs are all important clues to tracing roof leaks. Note whether the leak stops shortly after each rain or continues to drip until the roof is dry. If you are prepared with the facts, the diagnosis and repair of the leak can proceed more rapidly.
 - (c) Contact 2001 Co. Warranty Claims at 1-800-537-7663 as soon as possible...but please don't call until you are reasonably sure that the 2001 Co. Wind Vented Roofing System is the cause of the leak. Send all correspondence to: 2001 Co., PO Box 2557, Waterbury, CT 06723-2557 or fax to: 203-573-0781

2001 Co. feels that the preceding requirements will assist you, the building owner, in maintaining a watertight roof for many years. Your roof is an investment, and maintenance is essential to maximize your return on this important investment.