

KEMPSVILLE ROOFING, INC.

Specializing in Seamless Energy Efficient Roofing

Mailing Address: 3600 Dam Neck Rd - Virginia Beach, VA 23453

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Roof Systems Warranty

Date: 5 March 2015

Building Owner

Job Address

Upon receipt of applicable fees and consideration, Kempsville Roofing Inc. warrants to the owner listed above (subject to the following terms and conditions) that the CarlisleTM PVC roof systems applied to the structure described above, will be free from water leaks resulting from ordinary wear and tear from the elements, or from improper application of the system for a period of 10 years material, and 10 years labor from the above date. In the event the roof system shall leak water, Kempsville Roofing, Inc. will supply labor and material necessary to correct the leakage in accordance with the following schedule.

Applicator shall have the right at his option during the period of this limited warranty to inspect the applied system, and, in the event of any defect covered by this warranty, to repair and correct the same. In the event the owner refuses to allow such inspection and repair, this warranty shall become null and void and of no further effect.

Exclusions from coverage This warranty does not cover damage or failure of the system caused by:

- **A.** Natural disasters including but not limited to floods, lightning, hurricanes, hail, windstorms, earthquakes, tornadoes, gales, cyclones, and the like.
- **B.** Damage to the system, the structure, or to property or contents caused by fire, settlement, movement, distortion, warpage, displacement, or other failure of the structure.
- C. Damage to the system resulting from cracks or openings in the system substrate.
- D. Failure of any component underlying the roof membrane, such as decks, drains, roof vents, roof insulation, flashings, vapor barriers, and the like.
- **E.** Erection or construction of any additional installation on or through the system after date of completion unless installed in a manner prescribed by applicator.
- F. Roof maintenance for corrections of conditions other than leaks.
- G. Penetration, vandalism, damage or attack by third parties and foreign objects or agents including plant and animal life
- **H.** Discoloration or change in visual appearance due to accumulation or streaking of dirt other airborne materials deposited on the surface from the atmosphere.

Notice of claim Any claim hereunder shall be deemed waived unless owner shall have given applicator written notice thereof at the address indicated above within 30 days following the discovery of circumstances giving rise to a claim.

Unauthorized repairs, alterations or use If owner shall make or permit without prior written consent of applicator, repairs, alterations, or additions to the roof which affect the system or change the use, function, or purpose of the structure, this warranty shall become null and void and of no further effect. Applicator will respond promptly and reasonably to any written request for consent to repairs, alterations, or additions.

Limitation of liability Any implied warranty including the implied warrant of merchantability is limited in duration to the duration of this written warranty and is limited to the repair of the applied roof system.

The warranter shall not be liable for incidental or consequential economic damages resulting from the breach of this warranty or any implied warranty.

This warranty provides specific legal rights, and the customer may also have other rights which vary from state to state

Payment of contract price Failure of owner to pay when due the full contract price for installation of the system or repairs not covered under this warranty shall immediately render this warranty null and void and of no further effect.

Warranty not transferable This warranty is personal to owner and may not be assigned or transferred. Owner acknowledges receipt of a copy of this warranty.

Date
Date