



Warranty#:

Deck Guard Decking Membrane Warranty

TERMS CONDITIONS AND LIMITATIONS

TS Roofing Systems, Inc. proudly warrants to the Owner listed below, subject to the terms, conditions, and limitations stated in this warranty. TS will replace the affected portion of purchased membrane from TS that failed due to a manufacturing defect(s).

1. This Limited Warranty applies only to the membrane and PVC membrane accessories (cones, corners etc.) supplied by TS and installed over compatible substrates by a True Seal Authorized Contractor in an authorized (fully adhered, wind ballasted or mechanically attached) assembly or other such approved configurations.
2. This limited warranty is effective only during the time period specified below. During the term of the warranty, upon request, Owner shall provide TS with access to the area, where the roofing system is installed, for inspection during normal business hours.
3. This warranty shall be valid only if all materials and labor charges have been paid in full to the installation contractor and TS. Owner must sign warranty copy and return to TS for warranty registration. The warranty will not be in force without this signature and returned copy.
4. Owner should consult the True Seal "Roof Care Guide" included in the warranty package for proper care of the installed True Seal Roof. This document is also available on the True Seal website. Any repairs conducted to a TS roof must be conducted by an authorized TS contractor.
5. Owner shall inform the installation contractor of any leak in the roofing membrane as soon as is reasonably possible and in any event within five (5) days of Owner becoming aware of leak. Owner shall immediately take all reasonable steps, at its sole cost and expense, to control the leak and mitigate the associated damage. Reporting any leak is considered Owner's permission and authorization for TS, or its authorized contractors to investigate the matter further, including access to the property for the purpose of inspecting the roof.
 - a. If, after its inspection, TS determines in good faith that the cause of the leaks are outside of the scope of this warranty, Owner shall pay for TS's investigation and inspection costs. TS may advise the Owner of the type of repairs necessary to correct the leaks and cause the then remaining portion of this warranty to remain effective. This warranty shall automatically terminate if Owner fails to promptly make or cause to be made any such repairs or fails to pay such investigation and inspection costs.
6. Provided that the terms and conditions of this Warranty are complied with, and subject to the limitations set out herein, if there is a failure, as reasonably determined by TS, of the roofing membrane for the particular project listed below, within the specific scope of this warranty during the period in which this Warranty is in effect, TS will, at its sole discretion either replace the membrane or issue credit against the purchase of new membrane from TS. This credit or replacement will not monetarily exceed the cost of the original membrane purchase. True Seal reserves the right to request a copy of the warranty and original installation contract with the TS Authorized Contractor for verification.
7. The remedies stated in s.7 herein are the sole and exclusive remedies of Owner under this warranty or otherwise for any failure of the roofing membranes described below. Without limiting the foregoing, TS shall under no circumstances be liable for any indirect, incidental, punitive or consequential damages of any nature or kind whatsoever, including but not limited to damages to the building or the contents of the building. Replacement claims and credits offered by True Seal, at our sole discretion, carry no cash value. TS shall not be held liable for specified design criteria, applicable local building codes or standards, or suitability of materials or systems from third parties (Architects, Engineers, Specifiers, etc).
8. Owner shall be responsible for removal and replacement of overburden such as solar arrays, temporary structures, roof gardens, planters, utilities, decks and patios, PMR Overburden, or mechanical equipment that would impede inspections. Any installation of these types of overburden may require additional protection as approved by True Seal prior to the overburden installation in accordance with the True Seal Overburden Warranty Coverage Form.
9. EXCLUSIONS OF WARRANTIES: EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS WARRANTY, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. NO REPRESENTATIVE OF TS HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE EXPRESSLY STATED HEREIN.

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10. For further clarification and not in limitation of any other provision of this Warranty, this Warranty shall not be applicable to damage or loss to the extent caused or contributed by:

- a. Acts of GOD, Natural events, including but not limited to lightning, windfall, wind gusts in excess of gale force, hail, hurricanes or similar natural events;
- b. Vandalism, acts of war, or civil disturbances;
- c. Environmental fallout or overexposure to commercial/industrial solvents, acids, caustic fluids, oils, waxes, greases, bleaches or any other items, whether it be a liquid, chemical, solid, or other type of entity, not specifically approved by TS;
- d. Failure by the Owner, building owner or lessee to use reasonable care in maintaining the roof;
- e. Traffic or storage of materials on the roof;
- f. Infiltration or condensation of moisture in, through, around the walls of the building;
- g. Acts of parties other than TS;
- h. Plants, insects or animals;
- i. Deterioration or failure of any building component including, but not limited to, the roof substrate, walls or mortar; or structural system;
- j. Error or omissions by architects or engineers not retained by TS;
- k. Third party damages;
- l. Plastisol or vinyl coated accessories

11. TS's total liability throughout the stated warranty period shall be limited to the invoiced materials costs for this Project excluding any shipping and/or delivery costs.

12. This Warranty shall be governed by laws of the State of Nevada. Dispute Resolution. Any controversy, claim or dispute arising out of or relating to the warranty, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Chicago, Illinois. Illinois law shall apply. The costs of any such arbitration will be borne equally by the parties. The prevailing party in any such arbitration shall be awarded its reasonable attorney's fees, and costs as determined by the arbitrator. Judgment from arbitration will be binding. The demand for arbitration shall be made within a reasonable time after the controversy, claim, dispute, or other matter in question has arisen, and in no event shall it be made after 1 year from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. This agreement herein to arbitrate shall be specifically enforceable. A party may apply to a Court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration.

13. This Warranty may be amended or modified only in writing with a True Seal Warranty Rider signed by a duly authorized representative of TS. The Contractor is not an agent of TS and does not have authority to bind TS. Any notifications made by the Contractor will not be considered notice to TS.

14. No employee or representative of TS has authority to make any representation other than those stated in this warranty. In the event an express or implied warranty is required by law despite this disclaimer, the Owner agrees that such warranty and remedies for the breach of such warranty shall be expressly limited to the terms of the warranty set forth above.

15. This Warranty is solely for the benefit of the Owner and is not for the benefit of any other party. Owner acknowledges that this warranty may not be transferred without the prior written consent of TS. No authorized transfer of this warranty as provided herein shall extend the expiration date of this Warranty. This Warranty applies to TS invoiced membrane only. Any failure to comply with the terms and conditions set out herein, as reasonably determined by TS, may result in cancellation of this warranty and shall release TS from any and all obligations to replace the membrane or otherwise compensate Owner for any costs.

16. Owner acknowledges acceptance of the terms and conditions stated herein.

Project Name

Square Footage

Project Address

Effective Date

Warranty Term

Customer Name (Please Print)

Customer Signature

Date

Representative Name (Please Print)

Representative Signature

Date

