



Thermoplastic Single Ply and Multi-Ply  
Roofing & Waterproofing Systems

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(610) 916-9500 • Fax (610) 916-9501

Membrane Material Warranty: # Sample

System Applied: Sample

Number of Square Feet: Sample

## Membrane Material Warranty

Name of Building: Sample

Building Owner(s): Sample

Address of Building: Sample

Date of Completion: Sample      Date of Issue: Sample

Flex Membrane International warrants to the Building Owner (s) of the above named project location, subject to the terms, limitations and conditions set forth below, that the Flex membrane will be free from defects for a period of \_\_\_ years, commencing with the date of completion of the installation (excepted as stated below).

THIS WARRANTY IS SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS DESCRIBED BELOW. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. NO REPRESENTATIVE OF FLEX HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN. THIS WARRANTY PERTAINS TO THE FLEX MEMBRANE MATERIAL ONLY.

### TERMS, LIMITATIONS, CONDITIONS

- 1) Flex's sole obligation under this warranty shall be to repair or replace the defective membrane material only, not to exceed the original value of the membrane material.
- 2) Flex shall not be liable for damage to the substrate (deck and insulation), the structure itself, contents of the structure, injury to persons or for consequential or incidental damages whether in contract or tort, including negligence.
- 3) This warranty does not cover failure of Flex Roofing Material if in Flex's judgment the failure was caused by:
  - a. Natural disasters including but not limited to lightning, earthquake, hurricane, tornado, flood, hail, and fire.
  - b. Vandalism, negligence, accidents, structure settlement, defect or failure in other material or application of other material not supplied by Flex.
  - c. Metal work or other material not furnished by Flex.
- 4) Flex shall have no liability under this warranty until all bills for installation, supplies and service have been paid in full to the applicator of Flex materials and all material suppliers including Flex.
- 5) Flex, its agents or employees shall have free access to the roof during regular business hours to perform appropriate inspection and repairs authorized by Flex.
- 6) This warranty shall be null and void if any of the following shall occur:
  - a. Claims under the warranty are not made by the Building Owner in thirty (30) days of discovery of any defect in Flex material by registered mail to Flex at the above location.
  - b. Failure of the owner or lessee to use reasonable care in maintaining the roof.
  - c. Additions, alterations or repairs are made to the roof or to any area affecting the roof other than those approved in writing by Flex.
  - d. Failure of Owner to comply with every term and condition stated herein.
- 7) This warranty applies to the building owner named below. It may not be transferred without the written consent of Flex Membrane International.
- 8) This warranty supersedes and is in lieu of any and all other expressed warranties that are in conflict with the terms and conditions stated herein.

DATE: SAMPLE