



Warranty # _____

Residential Lifetime Material Warranty

FLEX MEMBRANE INTERNATIONAL, Inc. ("Flex") warrants to the Home Owner named below, subject to the terms, limitations, and conditions set forth herein, a Residential Lifetime Material Warranty as long as the original owner owns the home, in which the Flex Roofing Materials installed on the Home Owner's home at the address and location shown below, shall be free from defects in material supplied by Flex Membrane International.

TERMS, LIMITATIONS, CONDITIONS

- 1) Installation of the Flex Roofing Materials must have been performed by a Flex Authorized Applicator.
- 2) Flex and the Flex Applicator shall not be responsible for any pre-existing structural damage or conditions. The warranty stated herein is the **SOLE AND EXCLUSIVE REMEDY** for defects in or failure of the material supplied by Flex. Flex and the Flex Applicator shall under no circumstances be liable or responsible 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 to Flex Roofing Materials if in Flex's judgement 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, defects or failure in other material or application of other materials not supplied by Flex.
 - c. Metal work or other material not supplied by Flex.
- 4) This warranty does not apply and is null and void if any of the following occur:
 - a. Failure of Home Owner to confirm each leak event in writing to Flex, at the below address, within thirty (30) days of discovery of each leak in the Flex Roofing System.
 - b. Failure of Home Owner to use reasonable care in maintaining the roof, including that of sealants and caulking.
 - c. Additions, alterations, or repairs made on or through the roof or to any area affecting the roof, other than those approved in writing by Flex.
 - d. Failure of Home Owner, named below, to comply with every term, limitation, and condition stated herein.
- 5) Flex shall have no liability under this warranty until all bills for installation, supplies, and services have been paid in full to the applicator of Flex materials and all material suppliers including Flex.
- 6) 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.
- 7) The Home Owner shall be responsible for the cost of investigation if any leak is determined not to be covered by this warranty.
- 8) Flex's sole obligation under this warranty shall terminate immediately in the event of a material change in use or a significant change in the use of the home itself. Home must remain Owner Occupied for warranty to remain intact.
- 9) This warranty is extended solely and exclusively to the Home Owner, named below, at the time the Flex material is installed. Upon sale of the home and property, Flex may issue, at Flex's option, a non-transferable Fifteen (15) Year Material Only Warranty (from the original date of installation) to a new owner. Notice, in writing must be provided to Flex within thirty (30) days from the sale of home. There is a Warranty Transfer Fee of \$300.00, which will include an inspection by a Flex Authorized Inspector. In the event damages or items have been added to the roof, that were not covered by the above warranty, a charge will be assessed for the cost of materials and labor to make any necessary repairs required to return the roofing system to normal Flex standards.
- 10) FLEX PROVIDES NO WARRANTY THAT THE FLEX ROOFING SYSTEM IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. THIS AGREEMENT AND THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL WARRANTIES OR AGREEMENTS (WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY). NO REPRESENTATIVE OF FLEX HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

Home Owner's Name _____

Home Address _____

Flex Authorized Applicator _____

Flex Roof System Type _____ Area Warranted (Sq. Ft.) _____

Effective Date _____

**Flex Membrane International, Inc., 2670 Leisch's Bridge Road, Suite 400, Leesport, PA 19533
(610) 916-9500 • Fax: (610) 916-9501**

FLEX MEMBRANE INTERNATIONAL ROOFING SYSTEMS **ROOF MAINTENANCE, CARE REQUIREMENTS & RECOMMENDATIONS**

The Flex Engineered Roofing System that now covers your Home is a state-of-the-art roofing system that requires very little attention. You have chosen a roofing system that when properly installed on a well designed and functioning Home and when properly maintained, will provide years of service. As part of your responsibility to keep this warranty in force and effect, you will be required to take the following actions.

I. REQUIREMENTS

REGULAR MAINTENANCE:

- (1) The roof must be inspected at least twice yearly (in the Spring and Fall) and after any severe storms. Access to the roof should only be permitted to responsible personnel and a log kept of all times and parties working on the roof. Record maintenance procedures as they occur.
- (2) All counterflashing metal work, equipment curb and supports, pitch pockets, caulking, grease guards, traps, secondary sheets, walkpads and any other rooftop accessories functioning in conjunction with the membrane roofing system must be kept properly maintained at all times. Have all drains and rainspouts cleaned on a regular basis provide for proper water runoff.
- (3) Materials should not be stored on the roof, and the Home Owner should remove broken bottles, metal, etc., and report all damage and vandalism to Flex Membrane International, Inc... Do not permit smoking on the roof.
- (4) Regular cleaning and maintenance must be done in areas where contaminants potentially harmful to the roof system may accumulate, i.e., oil, grease, freon, acids, solvents, coal tar. Contact the Flex Technical Department on additional preventative maintenance as exposure to these chemicals could void the warranty.
- (5) The Flex Roofing System is designed to be a waterproofing membrane. Protective walkways must be provided if there is to be regular foot traffic on the roof for maintenance of equipment or any other reason.

IN THE EVENT THAT YOU HAVE A LEAK:

- (1) Determine the cause of the leak (it may be the result of a clogged drain, broken pipes, loose counterflashing, broken skylights, open grills or vents, damages or vandalism). Failure to determine the cause may result in a service charge fee.
- (2) Call the roofing contractor who installed the roof and send written notification to Flex Membrane International, Inc. within 30 days of discovery, per the terms of your warranty.
- (3) 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. By being prepared with the facts, the diagnosis and repair of the leak can proceed more rapidly.
- (4) If necessary, make temporary repairs with polysulfide or polyurethane caulking. Never use roof cement or petroleum base products.
- (5) Permanent repairs to the roofing system must be made by an approved Flex contractor with Flex products.

NOTE: It is the Home Owner's responsibility to provide easy access to the roofing membrane surface by removing or moving rooftop equipment, pavers, severely ponded water, snow or any materials that prevent complete investigation and repair.

II. RECOMMENDATIONS

- (1) Flex Membrane International, Inc. supports and recommends following the guidelines for good roofing practices found in the Single Ply Roofing Institute (SPRI) Manual of Roof Inspection, Maintenance and Emergency Repair for Existing Single-Ply Roofing Systems and National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual.