

LIMITED WARRANTY

Owner:

Project Name:

Project Address:

Zenith hereby warrants, subject to the terms and conditions set forth herein, that it will at no cost to the Owner make all repairs to leaks which result from the following defects in workmanship and materials furnished by Zenith when leaks occur within _____ term of this warranty. This warranty shall commence as of the date of Zenith's final invoice for work covered.

This warranty is made under and subject to the following terms and conditions:

- a) In order to obtain performance of any warranty obligation, the Owner must first notify Zenith of any repairs required under this warranty. Notice may be given orally, but in order to pursue any claim that Zenith has not honored this warranty, notification of a leak must be given to Zenith in writing promptly after a leak is experienced. Zenith shall make repairs as soon as practical upon notification of reported defects.
- b) Repairs made by others than Zenith shall cancel this warranty unless approved in writing by Zenith.
- c) Owner is required to inspect the roof system semi-annually, and after extreme weather conditions. Owner must notify Zenith of any roof system damage or degradation. Nothing in this warranty shall render Zenith liable in any respect for damage of the Owner's building or any contents thereof, including the roof decking, fascia, substrate, truss, and rafters. It is the responsibility for the Owner to inspect ceilings, exterior walls, and overhangs periodically for signs of leakage and to report promptly any such leakage. **ZENITH SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
- d) Zenith will not be responsible for any leaks caused by (1) lightning, gale, hurricane, tornado, hail, windstorm, and other unusual phenomena of the elements; (2) structural elements of the building, including cracking, unusual movement, settlement, unusual deflection, deterioration and decomposition of the roof deck, walls or foundations; (3) inadequate drainage, slope or other conditions beyond the control of Zenith which cause ponding or standing of water on the roof; (4) parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the roofing work unless the leak is caused by faulty installation of accessories which was performed by Zenith or if such accessories were furnished by Zenith; (5) service to or maintenance of any rooftop equipment or traffic of any nature on the roof; (6) abuse, misuse, accident or negligence by any person other than Zenith.
- e) All alterations or additions to the roof surface after completion of installation by Zenith shall be approved by Zenith in writing and Zenith shall have the right to submit its recommendations for any new roofing or flashing materials required. Failure of the Owner to adhere to the recommendations will result in cancellation of this warranty.
- f) Because ponding and standing water are caused by factors such as inadequate drainage, deflection and insufficient slope which are beyond the control of the roofing contractor, Zenith shall not be responsible for ponding or standing water of the roof.
- g) This warranty shall accrue only to the benefit of the Owner names herein, and it shall not accrue to the benefit of any other party except with the written consent of Zenith. If consent is given by Zenith, a transfer and inspection fee will be charged.

LIMITED WARRANTY

Owner: _____ Project Name: _____
Project Address: _____

This warranty is made under and subject to the following terms and conditions:

- h) Zenith shall have no obligation pursuant to the warranty until all bills for installation, supplies, and services in connection with the roofing covered by this warranty have been paid in full.
- i) Zenith's obligation to make repairs to leaks during the term of this warranty is its sole obligation to the Owner. This warranty and the proposal and contract of which this warranty is a part, constitute the entire agreement between Zenith and the Owner, and no other representations or agreements pertaining to the work performed by Zenith have been made. Zenith shall have no obligation with respect to the roof upon the expiration of the warranty period set forth above.
- j) In the event Owner reports leaks which are not covered by this warranty, Zenith will notify the Owner that the reported leaks are not covered by this warranty, provide the Owner with an estimate to perform repair work if the repairs are the type normally performed by Zenith and, if authorized, proceed with repair work as soon as practical.

This warranty provides you specific legal rights. You may also have other rights under federal or state law.

ZENITH ROOFING SERVICES, LLC

By: _____
Date: _____

OWNER: I have read and understand the above warranty.

Signature: _____
Date: _____