



525 Morley Drive
Saginaw, MI 48601

15 YEAR WARRANTY

Warranty No. _____

DURO-LAST, INC., (hereinafter "DURO-LAST"), sole owner of the Trademark DURO-LAST, grants a limited warranty to the owner of a building (the "OWNER") containing a DURO-LAST ROOFING SYSTEM installed by an Authorized Dealer/Contractor, subject to the conditions and limitations contained herein.

DURO-LAST, INC.'s, obligation during the 1st through the 15th years shall be to repair any leak in the roof caused by any defect in the DURO-LAST, INC.'s membrane, materials or accessories or by the workmanship of the Authorized Dealer/Contractor, but only as it pertains to the installation of the DURO-LAST ROOFING SYSTEM and not for other work performed, if any. This obligation includes the repair or replacement of membrane material and accessories and the cost of/ or furnishing of labor to repair said roof at the contractor list price, which is in effect at the time of repair, provided the following conditions are met

1. DURO-LAST, INC. has authorized the repair, and,
2. An Authorized Dealer/Contractor makes the repair.

LIMITATIONS

- 1) This limited warranty does not apply to a DURO-LAST Roofing System installed on a single-family residence.
- 2) DURO-LAST shall in no instance be held liable for any roof failure and/or subsequent damage arising from causes outside DURO-LAST's control, including, but not limited to:
 - a) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake or acts of God; or
 - b) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - c) Damage caused by any unauthorized modification to the DURO-LAST roof including, but not limited to, damage caused by unauthorized components used in installation or repair, or by additional equipment or structures added to or made a part of the roof, or by traffic, or by chemicals not normally found in nature or the like; or
 - d) Moisture entering the roof system through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- 3) This limited warranty specifically does not extend to color change of the DURO-LAST Roofing System
- 4) DURO-LAST is not liable under this limited warranty unless:
 - a) The Owner notifies DURO-LAST at the above address in writing by certified mail, return receipt requested, within thirty (30) days of the discovery of any leak or other alleged roof failure; and
 - b) The Owner allows DURO-LAST's agent or its Authorized Dealer/Contractor access to the roof for inspection and examination; and
 - c) DURO-LAST and its Authorized Dealer/Contractor have been paid in full by the Owner or its predecessor in title for all services rendered; and
 - d) DURO-LAST authorizes the repair and the repair is done by an Authorized Dealer/Contractor.
- 5) This limited warranty passes to future Owners of the building for the full Fifteen (15) years hereof.
- 6) This limited warranty becomes effective only upon signature by both an authorized DURO-LAST representative and the original Owner.
- 7) This limited warranty shall be governed in all respects by the laws of the State of Michigan, regardless of the State of purchase or installation.
- 8) DURO-LAST does not waive any rights under this limited warranty by refraining to exercise its rights in full in one or more instances.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE OWNER FOR ALLEGED FAILURE OF THE DURO-LAST ROOFING SYSTEM, WHETHER IN MEMBRANE, MATERIAL, ACCESSORIES OR DEALER/CONTRACTOR WORKMANSHIP. THIS LIMITED WARRANTY ALSO COVERS CONSEQUENTIAL DAMAGES DERIVED FROM LEAKS CAUSED BY DEFECTS WARRANTED AGAINST ABOVE. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED) THAT EXTEND BEYOND THE FACE OF THIS LIMITED WARRANTY; DURO-LAST EXPRESSLY DISCLAIMS ANY SUCH FURTHER WARRANTIES.

If DURO-LAST's Authorized Dealer/Contractor made any statements about DURO-LAST's merchandise and services, those statements are not warranties, cannot be relied upon by Owner, and are not part of the contract for sale or installation

DURO-LAST, ®INC.

Date

Signature of Authorized DL Representative

Customer's Signature

Address of Building

Name of Building

City, State & Zip of Building

Bldg. Designation: _____ Sq. Foot: _____

Installed By

Serial Number: _____

DL-15COM10-03