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RPI RE-FLEX COATING MATERIAL WARRANTY NO: 00000C

Building Address: _____
Street City State Zip

Building Owner: _____

Job Completion Date: _____ Square Feet: _____

Warranty Term: 5 yrs. 10 yrs. Applied Over: EPDM Metal Asphalt Mod. Bit.

Subject to any terms and conditions contained herein, Roofing Products International Inc. ("RPI") warrants to the Building Owner (Owner) that:

- (1) the RPI Re-Flex Coating will be free from any manufacturing defects at the time of installation; and
- (2) the Coating itself will not deteriorate to the point of failure during the warranty period as a result of ordinary exposure to the elements or any manufacturing defect if installed according to R.P.I.'s design specifications and maintained according to the *Re-Flex Coating Care and Maintenance Procedures* set forth on the reverse side of this Warranty.

If upon inspection by R.P.I.: (1) the *Re-Flex Coating* evidences manufacturing defects at the time of installation, R.P.I.'s liability and owner's remedies are limited at R.P.I.'s option to the repair and/ or replacement of the defective Coating; (2) the *Re-Flex Coating* proves to have deteriorated to the point of failure within the warranty period as a result of ordinary exposure to the elements or any manufacturing defect R.P.I.'s liability and owner's remedies are limited, at R.P.I.'s option, to R.P.I.'s providing repair material for the original Coating to be applied towards the purchase of a new Coating. The value of these remedies will be determined solely by R.P.I.

CONDITIONS EXCLUSIONS LIMITATIONS

1. As a condition to this warranty within thirty (30) days of the discovery of any defects in or deterioration of the membrane the owner must notify R.P.I. in writing by certified mail return receipt requested at R.P.I.'s address listed above or any other address of which owner is notified hereafter. By so notifying R.P.I. the owner authorizes R.P.I. or its designee to investigate the cause of the leak. If upon investigation, R.P.I. determines that the leak is caused by a defect in and/or deterioration to the point of failure of the membrane the owner's sole and exclusive remedy and R.P.I.'s liability shall be limited as set forth in paragraph 2 herein above. Should the investigation reveal that the leak is caused by something other than the aforementioned causes *investigation and repair* costs shall be paid by the owner. Failure by owner to pay for these costs shall render this warranty null and void.
NOTE: If the leak is determined by R.P.I. to be outside the scope of this warranty, R.P.I. shall advise the owner of the type and/or the extent of repairs required to be made at the owners expense which if the owner properly makes will permit this warranty to remain in effect for the unexpired portion of its term. Failure by the owner to make these repairs in a reasonable manner within a reasonable time shall render this warranty null and void.
2. This warranty applies to the *Re-Flex Coating* only. It does not cover defects in and/or deterioration of any and all other materials which make up the roofing system including but not limited to bonding adhesives, splicing adhesives, seam tape, primer/wash, lap caulk, membrane cleaner, pourable sealer, water cut off mastic, termination bars, fasteners, uncured flashing membrane, prefabricated pipe boots, walk way pads, prefabricated drain sleeves, one-way moisture vents, batten bars, insulation, insulation fasteners, epdm, metal, asphalt, modified bitumen, and/or any failure associated with those materials.
3. R.P.I. shall have no obligation under this Warranty until all financial obligations owed to R.P.I., any R.P.I. agent, distributor, representative and/or the installer/appliator have been met.
4. R.P.I. shall have no obligation hereunder if any defect or deterioration of the membrane is caused by any of the following:
 - (a) Natural disasters or unusual natural phenomena including but not limited to lightning, gales, hail, hurricanes, tornadoes, earthquakes, acts of God, negligent accidents, misuse, fire, vandalism, wars, civil disobedience; defects in the underlying material or structure; moisture condensation; engineering or structural flaws in building design; usage or spillage of material or substance not compatible with *Re-Flex Coating* (i.e. petroleum based products); installation or construction of any machinery ducts vents or openings on the roofing system; and /or holes, punctures, and lacerations due to shipping, installation, or usage.
 - (b) Failure by the owner lessee or other user of the building to use reasonable care in maintaining the roof said maintenance to include without limitation compliance with the *Re-Flex Coating Care and Maintenance Procedures* outlined on the reverse of this warranty.
 - (c) Failure by the installer/appliator to install the roofing system according to R.P.I.'s design specifications for installation.
 - (d) Failure of the owner to comply with every condition, exclusion or limitation herein.
5. During the warranty period R.P.I., its agents and/or employees shall have free access to the roof during regular business hours.
6. The failure of R.P.I. at any time to enforce any of the terms herein shall not constitute a waiver of its right to enforce any of the terms at any later time.
7. R.P.I. has no responsibility for any matter related to the design, engineering or condition of the Building Owner's existing roof and/or roof deck or the compatibility or adaptability of its *Re-Flex Coating* to the owner's roof or roof deck. The utilization of an R.P.I. *Re-Flex Coating* and its adaptability to the owner's building shall be the sole determination of the owner and/or owners designee and not R.P.I. or any R.P.I. agent, representative, or distributor.
8. If the *Re-Flex Coating* and/or roofing system are not installed according to R.P.I.'s design specifications, R.P.I.'s obligations under this warranty will be nullified.
9. R.P.I. is the sole judge of any defect in its products and the sole determiner of which option (i.e. repair, replacement, or credit) if any is warranted in a given situation.
10. In no event shall R.P.I.'s duties and obligations under this warranty exceed or extend beyond specified warranty period.
11. This warranty is made for the exclusive benefit of the building owner named above and cannot be assigned.

R.P.I. DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT SUPPLIED. R.P.I. SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT SUPPLIED BY R.P.I. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR THING OR OF MERCHANTABILITY. THIS LIMITED WARRANTY SHALL BE THE OWNERS SOLE AND EXCLUSIVE REMEDY AGAINST R.P.I. AND R.P.I. SHALL NOT BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL SPECIAL OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK.

THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN A WRITING, SIGNED BY THE PRESIDENT OF R.P.I. OR A PERSON TO WHOM AUTHORITY HAS BEEN DELEGATED IN WRITING. NO R.P.I. AGENT, DISTRIBUTOR, OR REPRESENTATIVE, NOR ANY INSTALLER/APPLICATOR HAS AUTHORITY TO BIND R.P.I. WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Building Owner or Designate Signature: _____ Date: _____
 Owner or Designate agrees to terms and conditions of warranty only. Signature required to initiate warranty.

ROOFING PRODUCTS INTERNATIONAL, INC.

By: _____

Title: President _____ Distributor: _____

Date: _____ Applicator: _____