



# TEN YEAR MEMBRANE ONLY WARRANTY FOR COMMERCIAL BUILDINGS

OMNOVA Solutions Inc. ("OMNOVA"), warrants to the building owner ("Owner") named below, subject to the terms, conditions, and limitations set forth herein, that the roofing membrane described below will not deteriorate to the point of causing leaks through the membrane due to normal weathering during the period specified below. This Membrane Only Warranty applies only to the roofing membrane and does not apply to labor, materials or construction details.

### TERMS, CONDITIONS AND LIMITATIONS

1. During the term of this warranty, OMNOVA shall have access to the roof for inspection during normal business hours.
2. Owner shall provide OMNOVA with written notice of any leak in the roof and of any claim under this warranty within thirty (30) days of the discovery of the defect. Such notice shall be given by certified mail to GenFlex Roofing Systems, 1722 Indian Wood Circle, Suite A, Maumee, Ohio 43537. The following items will be needed: (a) a detailed explanation of the problem; (b) proof of purchase; (c) the date that the product was installed; (d) a sample(s) of the allegedly defective material(s). If during OMNOVA's investigation of any claim under this warranty reveals that OMNOVA is responsible under the terms of this warranty for owner's claim, we will contact you regarding your claim and will then perform any obligation imposed by the terms of this warranty.
3. If there is failure of the membrane within the scope of this warranty during the period in which this Membrane Only Warranty is in effect, OMNOVA will, at its option, either repair the membrane or issue credit against the purchase of a new roofing membrane from OMNOVA. If your roofing product has been installed longer than twelve (12) months, OMNOVA will take into account the number of months of use that you have enjoyed up to the date of your claim, and OMNOVA will prorate the amount of your credit through the date of your claim to account for the remainder of the warranty period. For Example: if Owner makes a claim in the last month of the 8th year of a ten year Warranty (i.e., the 96th month of the warranty period with 24 months remaining under the 120 month Warranty), OMNOVA would credit the Owner 24/120ths (or 20%) of the reasonable cost to repair or replace the roofing product excluding labor costs. There may be certain circumstances where it will be in the Owner's best financial interest for OMNOVA to provide replacement roofing product rather than providing the Owner with the credit described above. Therefore, OMNOVA reserves the right to provide such replacement roofing product as an alternative remedy in our sole discretion.
4. The remedy stated herein is the SOLE AND EXCLUSIVE REMEDY for failure of the roofing membrane described below. OMNOVA SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO INJURY TO ANY PERSON OR DAMAGES TO THE BUILDING OR THE CONTENTS OF THE BUILDING, INCLUDING ANY SUCH DAMAGES RELATING TO THE PRESENCE OF MOLD, MILDEW OR ANY OTHER PATHOGENIC MICROBE.
5. THERE ARE NO EXPRESS WARRANTIES EXCEPT AS STATED HEREIN, AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. NO REPRESENTATIVE HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED HEREIN.

6. This warranty shall not be applicable to damage or loss caused in whole or in part by:
  - a. natural disasters, including but not limited to lightning, wind gusts in excess of 54 mph, hail, hurricanes or similar natural disasters;
  - b. vandalism, acts of war, or civil disturbances;
  - c. alteration of the roof or installation of structures, fixtures or utilities on or through the roof without the prior written approval of OMNOVA;
  - d. environmental fallout or overexposure to commercial/industrial solvents, acids, caustic fluids, oils, waxes, greases, absorbent clays, bleaches, plasticizers or other harmful chemicals;
  - e. failure by the Owner or lessee to use reasonable care in maintaining the roof;
  - f. traffic or storage of materials on the roof;
  - g. infiltration or condensation of moisture in, through, around, or above the walls of the building, or damage caused by lack of positive drainage (ponded water).
  - h. acts of parties other than OMNOVA or the roofing contractor named below or:
    - i. failure of any materials other than the membrane supplied by OMNOVA;
    - j. insects or animals;
    - k. deterioration or failure of any building component including, but not limited to, the roof substrate, walls or mortar; or condensation accumulation in the roof assembly due to incorrect design or due to a reduction in the vapor barriers effectiveness.
    - l. discoloration or odors caused by algae, fungi, lichens or cyanobacteria;
    - m. errors or omissions by architects or engineers not retained by OMNOVA.
7. OMNOVA reserves the right to suspend its obligation under this warranty if (a) all bills for installation of the GenFlex roofing system have not been paid in full to the roofing contractor named below and to the material suppliers; (b) the prescribed warranty fee has not been paid to OMNOVA; or (c) owner fails to reimburse OMNOVA for claim investigation costs as provided in paragraph 3 above. Notwithstanding the foregoing, the provisions of paragraph 5 and 6 above shall remain in full force and effect.
8. This warranty may not be transferred upon change of ownership of the building shown below unless the owner (a) notifies OMNOVA in writing of its proposed change at least 45 days prior to the change; (b) pays OMNOVA the warranty transfer fee which was in effect on the date this warranty was issued and (c) completes all repairs required by OMNOVA in order to correct failures to comply with Owner's obligations under this warranty. NO transfer of this warranty as provided herein shall extend the expiration date of this warranty.
9. Any claim or dispute between Owner and OMNOVA arising out of this warranty or relating to any material supplied or specifically required by OMNOVA shall be resolved by final and binding arbitration in accordance with the rules of the American Arbitration Association.
10. Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Owner. This Warranty gives the Owner specific legal rights, and the Owner may also have other rights which may vary from state to state.

No 252620

Tear at perforation and return completed form to:

GenFlex Roofing Systems  
1722 Indian Wood Circle  
Maumee, OH 43537

No 252620

Building Owner's Name \_\_\_\_\_

Building Owner's Address \_\_\_\_\_

Address and Location of Building \_\_\_\_\_

Building Owner's Telephone Number (     ) \_\_\_\_\_ Contact: \_\_\_\_\_

Date Project Completed \_\_\_\_\_

Roofing Contractor's Name \_\_\_\_\_

Roofing Contractor's Address \_\_\_\_\_

Type of Membrane:    EPDM     RM     FRM     TPO