

DURO-LAST® SUPREME

15-Year NDL Warranty

Warranty No.
TX 1443051

I. TERMS and CONDITIONS

Duro-Last®, Inc., ("Duro-Last") grants this No-Dollar Limit ("NDL") Warranty to the owner ("Owner") of a building containing a **Duro-Last Roofing System ("Duro-Last System")** installed by a Duro-Last authorized Dealer/Contractor ("Contractor"), subject to the conditions and limitations contained herein.

Duro-Last's obligation during the 1st through the 15th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements.
- C. The Owner has notified Duro-Last within 7 days of the discovery of any leak, failure, or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;
- D. The Owner allows Duro-Last's QA Tech Rep(s), and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s), or an authorized Contractor makes the repair.

II. LIMITATIONS and EXCLUSIONS

- A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. Duro-Last is not liable for any Duro-Last System defect or failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to:
 - 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
 - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
 - 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- G. This No-Dollar Limit Warranty passes to future Owners of the building for the full 15 years hereof.
- H. This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.
- I. This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.
- J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.

OVER: CONTINUED ON BACK

THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.

OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT THIS NO-DOLLAR LIMIT WARRANTY COVERS CONSEQUENTIAL DAMAGES DERIVED FROM LEAKS CAUSED BY DEFECTS WARRANTED AGAINST ABOVE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any terms or conditions of this No-Dollar Limit Warranty, unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

DURO-LAST®, INC.
525 Morley Drive
Saginaw, MI 48601

Country Club Villas
Name of Building

5200 Villa View Dr
Address of Building

Farmington N.M., 87402
City, State & Zip of Building

entire flat roof Bldg. 11
Building Designation

9-10-2016
Effective Date

385223
Serial No.

CURTIS CORNWELL
QUALITY ASSURANCE TECH REP
Curtis J. Cornwell

Signature of Duro-Last QA Tech Rep or QA Manager

Gary L. Graham
Signature of Owner

GARY L. GRAHAM
Owner (printed)

[Signature]
Signature of Contractor

TEBY TICHE
Contractor (printed)

3763
Square Footage

TX1443051
Warranty No.



September 12, 2016

Country Club Villa's
5200 Villa View #21
Farmington, NM 87402

REF: New Roof Building 11

Enclosed please find your 15-YEAR Materials WARRANTY from DURO-LAST Roofing for the above described project.

In order to be validated, the warranty COPY must be signed and returned to:

DURO-LAST Roofing
Quality Assurance
525 Morley Drive
Saginaw, Michigan 48601

The original Warranty Bond is for your records. Thank you for choosing Basin Roofing Systems and DURO-LAST Roofing for your roofing needs.

Respectfully,

Frank Patterson
Vice President & Qualifying Contractor

P.S. THIS
ROOF SCORED
w 99% out
of a possible
100 upon
inspection from
manufacturer

GENERAL TERMS AND CONDITIONS

Roofing, like all construction, is a dirty and dangerous job.

You, the consumer, must be aware of some of the following items which we cannot be responsible for damaging during the roofing of your home or building:

- Vehicles parked near or at the job site.
- Concrete or asphalt driveways which may break, crack or settle during our use.
- Light fixtures which may fall due to pounding or walking.
- Any shelves which may fall causing damage to china or other breakables.

Although precautions are taken by us, gravel, dirt and/or hot tar may run in to the house through openings such as A/C vent openings, skylights, pipes and vents. Homeowners should take precautions to protect floors, rugs, walls and furniture.

Damage may also occur to the building indoors or outdoors. Our standard roofing nails are 1 1/4th inches long. If for any reason we should not use these nails you must notify us 24 hours before we start the job.

If driveway access is unavailable you must notify us 24 hours before we start the job.

We are not responsible for A/C units, A/C flashings, or A/C stands, which fall apart or break during the re-roofing job. Required replacement of A/C Flashings and/or stands will be provided at a cost above the estimate.

ROOF MOUNTED EQUIPMENT FOR HOUSEHOLD OR BUILDING ELECTRONICS:

We will make every attempt to relocate roof top reception equipment (i.e. TV antennas, satellite dishes, internet antennas) in their exact position should they need to be moved for re-roofing procedure. We are not responsible for charges to "realign" equipment from service providers if we are unsuccessful in our attempts to relocate such equipment. We require 24 hours notice if you desire your equipment service provider to remove equipment and re-install for the re-roofing procedure.

TWO ROOFS.

We cannot be responsible for nail pops. Although NOT recommended, many homes have 2 layers of roof installed. This procedure leads to sagging and maximum weight tolerance especially on flat roofed homes with 2x6 or 2x8 trusses and 3/8th inch CDX plywood for decking. When the excessive weight is removed roofing trusses expand upward often causing ceiling sheetrock nails to "pop" or release plaster and paint coatings. This occurrence is also common when several sheets of plywood decking are replaced or complete re-decking is necessary. We cannot be responsible to interior ceiling damage when previous roofing methods have been installed under conditions as described above.

NOTICE: Neither the Contractor's License Bond nor the license issued under 60-13-19 of the Construction Industries Licensing Act protects the consumer if the contractor defaults on this contract.

SIGNATURE

Jay L. Irish

DATE 16 JUNE 2016