

DURO-LAST®

15-Year Residential Material Limited Warranty

Warranty No. _____

I. TERMS and CONDITIONS

Duro-Last®, Inc., (“Duro-Last”), grants this Limited Warranty to the owner of a building (“Owner”) containing a **Duro-Last Roofing System (“Duro-Last System”)** installed by a Duro-Last Authorized Dealer/Contractor (“Contractor”) on a porch, sundeck, garage, storage shed or single-family residence, subject to the conditions and limitations contained herein.

Duro-Last warrants its membrane, material and accessories to be free from manufacturing defects at the time of delivery. Duro-Last further warrants that the membrane, material and accessories will not become defective during the fifteen (15) year term of this Limited Warranty provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System;
- B. The Owner has notified Duro-Last within 14 days of the discovery of any 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; and
- C. At Duro-Last’s option, the Owner allows Duro-Last’s Quality Assurance Technical Representative(s) (“Duro-Last QA Tech Rep(s)”) and/or Duro-Last Contractor(s) access to the roof, including if necessary, the removal of 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 systems, and other overburden.

Should a defect or failure occur in the membrane, material or accessories within the Limited Warranty term, Duro-Last’s obligation shall be limited, at Duro-Last’s option, to providing the membrane, material and/or accessories necessary to enable the Owner to have repairs made or a refund of its prorated share up to the original purchase price of the Duro-Last System.

Duro-Last recommends that the Owner retain an authorized Duro-Last Contractor to make any repairs. Any and all labor costs incurred in making any necessary repairs shall be the responsibility of the Owner and not of Duro-Last.

II. LIMITATIONS and EXCLUSIONS

- A. This Limited Warranty does not apply to the Contractor’s workmanship in the installation of the Duro-Last System, even if the installation is performed by an authorized Duro-Last Contractor.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. Duro-Last shall in no instance be liable for any Duro-Last System defect or failure nor for subsequent damage 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 Limited Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last’s sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last System prior to transfer of this Limited Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during a transfer inspection. A transfer of this Limited Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.
- H. Coverage under the terms of this Limited Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner to sign this Limited Warranty does not alter the Effective Date.
- I. This Limited 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

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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 Limited 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 Limited 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 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 DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER IN MEMBRANE, MATERIAL OR ACCESSORIES.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESSED OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS LIMITED WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, REPLACEMENT, OR REFUND PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED. UNDER NO CIRCUMSTANCES WILL DURO-LAST'S LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

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 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 term or condition of this Limited Warranty unless in writing 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**

Owner (printed)

Address of Residence

City, State & Zip of Building

Effective Date

Signature of Owner

Contractor

Square Footage

Warranty No.