

Leak Buster™ 10 Year Limited Warranty

Warranty

Updated: 2/05



*Quality You Can Trust Since 1886...
From North America's Largest Roofing Manufacturer™*



10 YEAR LIMITED WARRANTY

OWNER _____

NAME AND TYPE OF BUILDING _____

ADDRESS OF BUILDING _____

AREA OF ROOF _____

SQ. FEET _____

SPECIFICATION _____

LINEAL FEET OF FLASHING _____

TYPE OF FLASHING _____

ROOFING APPLICATOR: _____

NAME _____

TELEPHONE NO. _____

DATE OF COMPLETION _____

ADDRESS _____

DATE OF EXPIRATION _____

LIMITED WARRANTY

Building Materials Corporation of America (BMCA) warrants to you, the original owner of its LeakBuster™ product(s), that BMCA will reimburse you in accordance with this warranty if your LeakBuster™ product(s) contains a manufacturing defect that adversely affects its performance. This warranty extends for 10 years starting at completion of proper installation. THIS WARRANTY IS NOT TRANSFERABLE and terminates if the building is sold or transferred. This warranty is in effect only for the products listed below.

EXCLUSIVE REMEDY

For any portion of your LeakBuster™ product(s) that allows leaking as a result of a manufacturing defect, BMCA will provide you with replacement product, EXCLUDING labor and any costs involved with repairing or replacing the underlying roof structure. Decisions as to the extent of repair or replacement required will be made solely by BMCA. The remedy under this warranty is available only for that portion of the LeakBuster™ product(s) actually exhibiting defects at the time of settlement. The replacement LeakBuster™ product(s), as well as any remaining original LeakBuster™ product(s), will be warranted only for the remainder of the original warranty period.

LIMITATIONS OF COVERAGE

BMCA will NOT be liable for and this Warranty does NOT cover:

- Damages to your LeakBuster™ product(s) resulting from anything other than an inherent manufacturing defect in your LeakBuster™ roofing product(s), such as:
 - Faulty application or application not in strict accordance with BMCA's printed application instructions
 - Exposure of the LeakBuster™ product(s) to damaging substances, such as chemicals, oils or solvents
 - Settlement, movement or defects in the building, walls, foundation, roof deck or material used as a roof base over which the LeakBuster™ product(s) were applied
 - Defects in the design of the building or roofing system, including inadequate drainage (ponding water)
 - Improper or inadequate maintenance of the roof
 - Any changes in the color of the LeakBuster™ product(s), including, but not limited to, fading
- Damage to the LeakBuster™ product(s) resulting from causes beyond normal wear and tear, such as:
 - Unusual weather conditions or natural disasters and acts of God, including, but not limited to, floods, lightning, hail, windstorms, tornados and earthquakes, or
 - Improper storage or handling of LeakBuster™ product(s)
- Labor costs

OWNER'S RESPONSIBILITIES

In the event of a leak caused by manufacturing defects or ordinary wear and tear, you must notify BMCA in writing and provide proof of purchase and application date to establish that you are the original owner to: BMCA, Contractor Services, 1361 Alps Road, Bldg. 11-2, Wayne, NJ 07470 within 30 days after your discovery of the leak. NOTE: Notice to your contractor or dealer is NOT notice to BMCA. Within a reasonable time after proper notification, BMCA will evaluate your claim and resolve it in accordance with the terms of this Warranty. BMCA may require you to submit, at your expense, sample LeakBuster™ product(s) for testing and photographs. You should retain this certificate as well as product name and lot numbers from the bucket for your records in the event you need to file a claim.

NON-ASSIGNABILITY

The limited warranty is NOT TRANSFERABLE OR ASSIGNABLE in any manner.

SOLE AND EXCLUSIVE WARRANTY

THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This written warranty is your exclusive warranty from BMCA and represents the SOLE REMEDY available to any owner of LeakBuster™ products. BMCA makes NO OTHER REPRESENTATIONS OR WARRANTIES of any kind other than that stated herein. BMCA WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether for breach of this warranty, negligence, strict liability in tort, or for any other cause. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above exclusions or limitations may not apply to you.

MODIFICATION OF WARRANTY

This Limited Warranty may not be changed or modified unless signed in writing by an authorized Contractor Services Manager. No one, including any representative or employee of BMCA, has authority to assume any additional liability or responsibility for BMCA in connection with your LeakBuster™ product(s) except as described in this Warranty. This Warranty gives you specific legal rights, and you may have other rights which vary from state to state.

EFFECTIVE DATE

This Limited Warranty is effective for LeakBuster™ product(s) installed within the continental United States and Hawaii after January 1, 2005.

THE FOLLOWING PRODUCTS ARE COVERED BY THIS WARRANTY WHEN INSTALLED ON YOUR ROOF:

10 Year

- Matrix 715 MB Elastomeric Roofing Membrane
 Matrix 602 SB MBXtra Elastomeric Roofing Membrane

5 Year

- Matrix 322 Elastomeric Roof Coating

BUILDING MATERIALS CORPORATION OF AMERICA
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