

Brai® Supreme™ and WorkHorse™ Labor and Materials Guarantee

Waranty

Updated: 4/01



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



No. LMG IN B 00001

Labor and Material Guarantee (A limited warranty)

Notification to Owner: This warranty is NOT effective unless properly registered.



U.S. INTEC LMG



U.S. INTEC, A Division of Building Materials Corporation of America, warrants to the original owner that, subject to the conditions and limitations of this limited warranty, U.S. INTEC roof membrane and U.S. INTEC base flashing materials (the "U.S. INTEC Materials") will withstand ordinary wear and tear by the elements and will be free of manufacturing defects which affect their ability to maintain the roof in watertight condition during the guarantee period, which starts at the date of completion of the roof. This limited warranty applies to U.S. INTEC Materials installed in accordance with current U.S. INTEC specifications. This limited warranty is NOT TRANSFERABLE or assignable in any manner.

CONDITIONS TO WARRANTY COVERAGE

- 1. Contractor: U.S. INTEC Materials must be installed by a U.S. INTEC Approved Roofing Contractor.
2. Warranty Registration Form: The owner MUST mail in the attached warranty registration form within 120 days of the completion of the roof for this limited warranty to be effective. See attached.
3. Maintenance: The owner must follow a maintenance program in accordance with the instructions found on the reverse side. Coatings over smooth-surfaced products must be maintained to protect the membrane surface.
4. Buildings: Cannot have high internal humidity or be used as freezer buildings for cold storage.

MANUFACTURER'S LIABILITY

U.S. INTEC's sole responsibility for breach of this limited warranty is to repair that portion of the U.S. INTEC Materials that contains manufacturing defects or deterioration caused by ordinary wear and tear by the elements that have resulted in a roof leak. Repair or replacement of the roof deck or other roof components used in conjunction with the U.S. INTEC Material is NOT included.

NOTIFICATION OF CLAIMS

The owner MUST mail in the attached warranty registration form within 120 days of the completion of the roof for this limited warranty to be effective. In the event of a leak resulting from a manufacturing defect or ordinary wear and tear by the elements, the building owner MUST notify the U.S. INTEC Contractor Services Department, 1361 Alps Road, Bldg. 7-1, Wayne, New Jersey 07470, in writing within 30 days after discovery of the leak. NOTE: Notice to the roofing contractor or distributor is NOT notice to U.S. INTEC. The notice must include a copy of this warranty or proof of purchase of U.S. INTEC Materials. U.S. INTEC shall evaluate your claim and resolve it in accordance with this warranty within 60 days after notification of a leak.

EXCLUSIONS FROM COVERAGE

This limited warranty does NOT cover lack of watertightness caused by any of the following:

- 1. Acts of nature, such as windstorms, hail, hurricanes, floods, lightning, tornadoes, and earthquakes.
2. Lack of proper roof maintenance or correction of conditions other than leaks.
3. Defects or damage from workmanship in applying the membrane, base flashings or any other roof compound.
4. Damage due to: (a) settlement, distortion, movement, failure or cracking of the roof deck, wall, or foundations of the building; (b) improper installation of insulation or defects or failure of any material used in any roof base or insulation over which the U.S. INTEC Materials are applied; (c) infiltration of or condensation of moisture in or through the walls, copings, building structure, or underlying or surrounding materials, including tie-ins to adjacent roof systems; (d) defects in workmanship or design; (e) non-U.S. INTEC Materials including, but not limited to, metal work, expansion or control joints, walkways, pitch pockets, flashing materials, and roof top units and equipment; (f) expansion or contraction of any flashing or metal work; (g) applications of materials not in accordance with U.S. INTEC's specifications; (h) where underlying materials or structure have failed or ceased to conform to U.S. INTEC's specifications as to roof slopes or other requirements; (i) chemical attack on membrane as a result of exposure to chemicals, such as to aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils, organic or inorganic polar materials; or (j) vandalism.
5. Changes in usage of the building unless approved in writing in advance by U.S. INTEC.
6. Any repairs or other applications to the U.S. INTEC Materials after the date of completion, unless performed in a manner acceptable to and approved by U.S. INTEC in writing in advance. NOTE: IN NO EVENT SHALL NEW PENETRATIONS BE COVERED UNDER THE TERMS OF THE LIMITED WARRANTY.
7. Areas of roof which pond water.

CANCELLATION OF THIS LIMITED WARRANTY WILL RESULT IF THE ROOF IS DAMAGED BY ANY CAUSE LISTED ABOVE AS AN EXCLUSION FROM COVERAGE SO AS TO AFFECT THE INTEGRITY OR WATERTIGHTNESS OF THE ROOF.

No representative, employee, or agent of U.S. INTEC, or any other person, has any authority to assume for U.S. INTEC any additional or other liability or responsibility. U.S. INTEC shall not be responsible for any changes to the U.S. INTEC specifications applicable to the roof described above, unless the change is approved in writing by an authorized U.S. INTEC Contractor Services Manager.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability on the part of U.S. INTEC, whether any claim against it is based upon STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY, or any other theory or cause of action. In NO event shall U.S. INTEC be liable for CONSEQUENTIAL or incidental DAMAGES of any kind, including, but not limited to, interior damage.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion of incidental or consequential damages so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Note: This form is not to be copied or reproduced in any manner. This warranty is valid only in the United States of America. This U.S. INTEC limited warranty applies to products sold or installed after February 2001.

REGISTRATION FORM (To be completed by Owner) U.S. INTEC, A Division of BMCA

Warranty No. LMG- IN B 00001 LABOR and MATERIAL GUARANTEE (A limited warranty)

U.S. INTEC - LMG

Brai® Supreme™ APP 12 Year: APP Smooth - Coated* APP Granule APP Granule FR

checkboxes for Brai® Supreme™ APP 12 Year options

WorkHorse™ APP: APP 160 Smooth - Coated* APP 160 Granule

checkboxes for WorkHorse™ APP options

Brai® Supreme™ SBS 12 Year: SBS Poly Granule FR Plus SBS Poly Granule FR SBS Poly Smooth with Flood Coat & Gravel SBS Granule

checkboxes for Brai® Supreme™ SBS 12 Year options

WorkHorse™ SBS SBS 160 Granule

checkbox for WorkHorse™ SBS option

*Coating is a maintenance item and is the owner's responsibility

OWNER NAME AND ADDRESS

ROOFING CONTRACTOR TELEPHONE NO.

NAME AND TYPE OF BUILDING

ADDRESS

ADDRESS OF BUILDING

CITY, STATE, ZIP

Sq. Ft. AREA OF ROOF SPECIFICATION NUMBER

DATE OF COMPLETION DATE OF EXPIRATION

LINEAL FEET OF BASE FLASHING BASE FLASHING SPEC NUMBER

OWNER'S SIGNATURE

