

Brai® Supreme™ Commercial Roof Guarantee

Guarantee



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

No. _____

BRAI
SUPREME™

COMMERCIAL ROOF GUARANTEE

TYPE OF GUARANTEE _____ PERIOD OF COVERAGE _____ YEARS

OWNER _____

NAME AND TYPE OF BUILDING _____

ADDRESS OF BUILDING _____

SPECIFICATION _____ AREA OF ROOF _____ SQUARES

TYPE OF FLASHING _____ LENGTH OF FLASHING _____ LINEAL FEET

APPLIED BY _____

DATE OF COMPLETION _____ EXPIRATION DATE _____

THE GUARANTEE

Building Materials Corporation of America, through its division, U.S. Intec ("U.S. INTEC"), guarantees to the Building Owner that, subject to the terms and conditions set forth below, U.S. INTEC will make those repairs to the U.S. INTEC roofing membrane, base flashing, insulation, expansion joint covers, MCurbs and pre-flashed accessories (the "U.S. INTEC Roofing Materials") used in the construction of the above described roof as are necessary to correct leaks while this Guarantee is in effect. **Note:** MCurbs are covered only for 10 years. This Guarantee covers such repairs to the U.S. INTEC Roofing Materials (excluding repair or replacement of roof deck, insulation, or other materials used in conjunction with the roofing system not sold by U.S. INTEC) as shall be necessary solely in order to correct leaks resulting from any of the causes listed below. These repairs will be made at no cost to the Building Owner provided that the Owner gives timely written notice to U.S. INTEC (see below). U.S. INTEC's MAXIMUM LIABILITY under this Guarantee shall not exceed in the aggregate over the life of this Guarantee more than \$ _____ per 100 square feet of roof area.

Scope Of Coverage - Leaks Caused by:

1. Natural deterioration of the U.S. INTEC Roofing Materials
2. Blisters
3. Bare Spots
4. Fish-mouths
5. Ridges
6. Splits not caused by structural failure or movement of or cracks in substrate roof base or non-U.S. INTEC insulation over which the U.S. INTEC Roofing Materials are applied
7. Buckles and wrinkles
8. Workmanship in applying the U.S. INTEC Roofing Materials
9. Slippage of membrane or base flashing

OWNER'S RESPONSIBILITIES

In the event of a leak through the U.S. INTEC Roofing Materials, the Owner must notify the U.S. INTEC Contractor Services Department, 1361 Alps Road, Bldg. 7-1, Wayne, New Jersey 07470 in writing within **thirty** days after discovery of the leak. The roofing contractor is NOT an agent of U.S. INTEC; notice to the roofing contractor is NOT notice to U.S. INTEC.

The Owner shall, at its expense, (a) perform regular inspections and maintenance during this Guarantee, (b) keep records of all inspections and maintenance performed, and (c) perform repairs to the roof or other building components identified during inspections by U.S. INTEC as being necessary to preserve the integrity of the U.S. INTEC Roofing Materials. Failure of the Owner to perform this work promptly following written notification by U.S. INTEC may result in cancellation of this Guarantee if the Owner's failure results in damage to the U.S. INTEC Roofing Materials.

The Owner shall, at its expense, remove (and, if desired, subsequently replace) any materials and equipment that impede inspection and repair of the U.S. INTEC Roofing Materials, such as HVAC units and satellite dishes mounted so that there is no functional access to the roof system, and precast concrete or rubber pavers, wood decking and steel grating that are installed over the U.S. INTEC Roofing Materials.

In an emergency, the Owner may authorize or perform temporary repairs to minimize damage to the building or its contents. Such work will not result in the cancellation of this Guarantee provided that the temporary repairs are reasonable and customary, and do not result in permanent damage to the U.S. INTEC Roofing Materials. The Owner is responsible for all expenses associated with temporary repairs.

EXCLUSIONS FROM COVERAGE

This Guarantee shall NOT cover the following conditions or any damages which may arise therefrom.

1. Roof maintenance or correction of conditions other than leaks.
2. Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes.
3. Damage to the roof constructed of the U.S. INTEC Roofing Materials due to: (a) settlement, distortion, movement, failure or cracking of the roof deck, walls, or foundations of the building; (b) improper installation of non-U.S. INTEC insulation or defects or failure of any material used in any roof base or insulation not manufactured by U.S. INTEC over which the U.S. INTEC Roofing Materials are applied; (c) infiltration or condensation of moisture in, through or around the walls, copings, building structure, or underlying or surrounding materials including tie-ins to adjacent roof systems; (d) defects in design; (e) the performance, design, or application of non-U.S. INTEC materials such as roof decks, metal work, expansion and control joints, pitch pockets, walkways, work platforms and recreational surfacings; (f) expansion or contraction of any metal flashing or other metal work; (g) underlying materials or structures having failed or ceased to conform to U.S. INTEC's or other applicable specifications as to roof slopes or other requirements; (h) chemical attack on the membrane; (i) vandalism; or (j) negligence by the Owner in maintaining the U.S. INTEC Roofing Materials.
4. Damage to the building or its contents.
5. Changes in usage of the building unless approved in writing in advance by U.S. INTEC.
6. Damage resulting from any new installations on or through the U.S. INTEC Roofing Materials or from traffic of any nature on the roof.
7. Temporary repairs to the U.S. INTEC Roofing Materials authorized by the Owner.
8. Any repairs or other applications to the U.S. INTEC Roofing 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 this guarantee.
9. Any damage occurring more than thirty days after the discovery by the Owner or its agent of a leak, unless U.S. INTEC is notified of such leak within thirty days of its discovery.
10. Areas of roof which pond water.

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 in connection with the roof described above. U.S. INTEC shall not be responsible for or liable for any changes or amendment to the U.S. INTEC roof specifications in regard to the construction of the roof described above, unless the change amendment to the specifications is approved in writing by an authorized U.S. INTEC Contractor Services Manager.

This Guarantee is assignable to another owner of the building for the remaining term ONLY if the following conditions are met: 1)The request is in writing within 30 days after ownership transfer; 2)The membrane is inspected and any required repairs to the U.S. Intec Roofing Materials or other items that might affect them are completed at owner's expense; 3)The proposed assignment is approved in writing by an authorized U.S. INTEC Contractor Services Manager; and 4)An assignment fee of \$500 is paid to U.S. INTEC. This Guarantee is NOT otherwise assignable, directly or indirectly.

CANCELLATION OF THIS GUARANTEE (1) WILL RESULT IF THE ROOF IS DAMAGED BY ANY CAUSE LISTED ABOVE UNDER "EXCLUSIONS FROM COVERAGE" IF THE DAMAGE AFFECTS THE INTEGRITY OR WATERTIGHTNESS OF THE ROOF, AND (2) THE OWNER DOES NOT PROMPTLY MAKE REPAIRS FOLLOWING WRITTEN NOTIFICATION BY U.S. INTEC TO RECTIFY THE DAMAGE AND PRESERVE THE INTEGRITY OF THE ROOF.

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES AND/OR WARRANTIES, EXPRESSED 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 any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind.

NOTE: This Guarantee becomes effective only when bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the Guarantee charge has been paid to U.S. INTEC.

**U.S. INTEC, A Division of Building Materials Corporation of America
1361 ALPS ROAD
WAYNE, NJ 07470**

By _____ Authorized Signature Date _____