

Brai® Supreme™  
No Dollar Limit Guarantee

Waranty

Updated: 3/03



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



No. \_\_\_\_\_

**BRAI**  
**SUPREME™**

**NO DOLLAR LIMIT (NDL) 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**

U.S. INTEC, A DIVISION OF BUILDING MATERIALS CORPORATION OF AMERICA ("USI") guarantees to you, the original owner of the building described above, that USI will repair leaks through the USI roofing membrane, base flashing, insulation, expansion joint covers, and preflashed accessories (the "USI Roofing Materials") resulting from the causes listed below while this guarantee is in effect.

**Scope Of Coverage - Leaks Caused by:**

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| <ol style="list-style-type: none"> <li>1. Natural deterioration of the USI Roofing Materials</li> <li>2. Blisters</li> <li>3. Bare Spots</li> <li>4. Fish-mouths</li> <li>5. Ridges</li> </ol> | <ol style="list-style-type: none"> <li>6. Splits not caused by structural failure or movement of or cracks in substrate roof base or non-USI insulation over which the USI Roofing Materials are applied</li> <li>7. Buckles and wrinkles</li> <li>8. Workmanship in applying the USI Roofing Materials</li> <li>9. Slippage of membrane or base flashing</li> </ol> |
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There is no dollar limit on covered repairs. Leaks caused by any materials other than those listed above, such as the roof deck, non-USI insulation, or any other materials used in the construction of the roof system, are not covered.

**GUARANTEE PERIOD**

This guarantee ends as of the date listed above. **NOTE:** Some systems require the use of specialized accessories in the roofing system. Where **Mcurbs** or **Lexsuco** flashings are used, they are covered by this guarantee **only** for the first **10 years**. If the guarantee extension box is checked above, your guarantee can be extended by following the steps explained below.

**ELIMINATOR® ADVANTAGE**

In addition to the repair of leaks as detailed above, if a Supreme™ Eliminator™ perforated venting base sheet is installed directly over isocyanurate insulation, USI will also make repairs to eliminate blisters that occur between the Supreme® Eliminator™ perforated venting base sheet and the isocyanurate insulation, even if these blisters do not result in leaks.

**EZ MAINTENANCE OPTION**

Smooth surfaced built up and modified roof systems require reapplication of roof coating on average every three to five years in accordance with normal good roofing practice and to assure this guarantee remains in full force. Roof systems coated with BMCA MB Plus or BMCA Surface Seal require an initial coating at date of installation and reapplication only EVERY SEVEN YEARS to maintain the coating and guarantee effectiveness. Where the above referenced coatings are used, this coating is included as part of the "USI Roofing Materials." Guarantees issued with the EZ Maintenance Pledge are marked in the top right hand corner under the Brai Supreme heading.

**OWNER'S RESPONSIBILITIES**

In the event of a leak through the USI Roofing Materials, you must notify the USI Contractor Services Department, 1361 Alps Road, Bldg. 11-2, Wayne, New Jersey 07470 in writing about the leak within 30 days after its discovery or USI will have no responsibility for any repairs. **NOTE:** the roofing contractor is NOT an agent of USI; notice to the roofing contractor is NOT notice to USI.

By notifying USI, you authorize USI to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this Guarantee, you agree to pay an investigation cost of \$500. This Guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

You must perform regular inspections and maintenance and keep records of this work. Any equipment or material that impedes any inspection must be removed at your expense so that USI can perform inspections. You must make repairs to the building or roof components not covered under the guarantee that are identified by USI during an inspection as necessary to preserve the integrity of the USI Roofing Materials. This guarantee will be cancelled if you fail to do so in a timely manner.

You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the USI Roofing Materials.

**EXCLUSIONS FROM COVERAGE**

This Guarantee does NOT cover leaks caused by:

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|---|---|
| <ol style="list-style-type: none"> <li>1. Lack of roof maintenance or conditions other than leaks.</li> <li>2. Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes.</li> <li>3. Damage to the roof constructed of the USI Roofing Materials due to: (a) movement or cracking of the roof deck or building; (b) improper installation or failure of any non-USI insulation or materials; (c) infiltration or condensation of moisture through or around the walls, copings, building structure or surrounding materials; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil.</li> </ol> | <ol style="list-style-type: none"> <li>4. Changes in the use of the building unless approved in writing in advance by USI.</li> <li>5. Traffic of any nature on the roof.</li> <li>6. For any asphaltic roofing system, conditions that prevent positive drainage or result from ponding water.</li> <li>7. Any repairs, modifications or additions to the USI Roofing Materials after the roof is completed, unless approved by USI in writing in advance.</li> <li>8. Any condition (e.g., base flashing height or lack of counterflashing) that is not in accordance with USI's Application and Specifications Manual unless specifically accepted by USI in writing.</li> </ol> |
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No representative, employee or agent of USI has the authority to assume any additional liability or responsibility for USI unless approved in writing by an authorized Contractor Services Manager. USI shall not be responsible for or liable for any change or amendment to the USI roof specifications in regard to the construction of the roof described above unless the change and/or amendment to the specifications is approved in writing by an authorized USI Contractor Services Manager. **NOTE:** Any inspections made by USI are limited to a surface inspection only, are for USI's sole benefit, and do not constitute a waiver of any of the terms and conditions of this guarantee.

**ASSIGNABILITY, GUARANTEE EXTENSION**

You may assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing within 30 days after ownership transfer; 2) you make any repairs to the USI Roofing Materials or other roofing or building components that are identified by USI after an inspection as necessary to preserve the integrity of the USI Roofing Materials; and 3) you pay an assignment fee of \$500. This Guarantee is NOT otherwise assignable, directly or indirectly.

Your guarantee may be eligible for extension for up to five years depending on the specification. You must 1) notify USI in writing 6 months before or up to 12 months after the expiration date that you wish to extend the guarantee; 2) pay a \$300 inspection fee and 3) make any repairs to the USI Roofing Materials or other roofing or building components that are identified by USI after an inspection as necessary to preserve the integrity of the USI Roofing Materials. An approved roofer must then properly apply the appropriate BMCA liquid membrane to your roof, and notify USI that it is complete.

**LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW**

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of USI, whether any claim against it is based upon negligence, breach of warranty or any other theory. In NO event shall USI be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this Guarantee shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This Guarantee shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

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

**NOTE:** This Guarantee becomes effective only when all 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.

By: \_\_\_\_\_  
Authorized Signature Date USICS108

**BRAI<sup>®</sup>**  
**SUPREME<sup>™</sup>**

**“NDL”  
Roof  
Guarantee**  
The Ultimate Option For  
Protecting Your Facility

**U.S. Intec’s Brai<sup>®</sup> Supreme<sup>™</sup> “NDL” Roof Guarantee provides you with comprehensive system protection so that if your roof membrane system leaks from either material defects or application errors, the costs of repair are 100% covered!**

- **100% Coverage Against Material Defects...**  
On all USI roof membranes and accessories for 10 years, 12 years, 15 years, or 20 years
- **100% Coverage Against Application Errors...**  
The #1 cause of roofing problems!
- **No Proration...**  
For the full guarantee period—up to 20 years
- **Problem Prevention Inspection...**  
Of the visible membrane roofing system by a USI factory inspector—to help prevent problems before they happen
- **Brai<sup>®</sup> Supreme<sup>™</sup> Eliminator “No Blister” Guarantee...**  
Covers repairs to blisters if they occur between the perforated Brai<sup>®</sup> Supreme<sup>™</sup> Eliminator<sup>™</sup> vented base sheet and isocyanurate insulation
- **Penetration Protection...**  
Roof penetrations are a notorious cause of leaks. Unlike under many competitive guarantees, all new U.S. Intec roof penetrations are covered.
- **Single Source Accountability...**  
Less hassles for you
- **Simply, Your Safest Choice...**  
Backed by U.S. Intec, a part of North America’s largest roofing manufacturer—a billion dollar company.

**Eligibility Requirements for the U.S. Intec Brai<sup>®</sup> Supreme<sup>™</sup> “NDL” Roof Guarantee**

1. Your roof must be installed by a U.S. Intec All Star Platinum or All Star Gold Roofing Contractor.
2. The roofer must follow U.S. Intec procedures for guarantee issuance, including notifying U.S. Intec of the need for a guarantee before roofing commences.
3. You must use U.S. Intec membranes.
4. You must use U.S. Intec approved accessory products (when applicable).