



525 Morley Drive  
Saginaw, MI 48601

# 15 + 5 Material Warranty

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

## I. TERMS and CONDITIONS

Duro-Last, Inc., ("Duro-Last"), grants a 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"), subject to the conditions and limitations contained herein.

Duro-Last's obligation during the 1st through 15th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System, and also includes the furnishing or cost of labor (at the Contractor list price in effect at the time of the repair) to repair the Duro-Last System provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this Limited Warranty has been signed by a Duro-Last Quality Assurance Manager, and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements;
- C. The Owner has notified Duro-Last within 7 days of the discovery of any leak, 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](mailto:ws@duro-last.com), or by certified mail, return receipt requested;
- D. The Owner allows Duro-Last's QA Tech Rep(s), and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s), or an authorized Contractor makes the repair.

During the 1st through 15th years of this Limited Warranty, Owner and Duro-Last agree that this Limited Warranty covers incidental and consequential damages derived from leaks caused by defects warranted against above. During the 16th through 20th years of this Limited Warranty term, Owner and Duro-Last agree that Duro-Last shall not warranty the workmanship of the Contractor, and that during the 16th through 20th years of this Limited Warranty term that Duro-Last shall only warranty that the Duro-Last System (product membrane, material and accessories) will not become defective. Furthermore, during the 16th through 20th years of this Limited Warranty, Owner and Duro-Last agree that Duro-Last shall not be responsible for any incidental or consequential damages, including but not limited to any loss of profits, loss of use of the building or any damage to the building or its contents. Duro-Last must receive notice in the manner set forth above, prior to the first day of the 16th year, of any claim for incidental or consequential damages, otherwise such claim is waived.

## II. OWNER'S RESPONSIBILITIES

The Owner is not entitled to recover under this Limited Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions.

## III. LIMITATIONS and EXCLUSIONS

- A. This Limited Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or the roof assembly aside from the Duro-Last System, including but not limited to those defects that result in water penetrating into the building, including inadequate or insufficient drainage.
- C. Duro-Last is not liable for any Duro-Last System defect or failure nor for subsequent damages 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.

**OVER: CONTINUED ON BACK**



- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. This Limited Warranty is transferable to subsequent Owners only upon the express written authority 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 any pre-transfer inspection. A transfer of this Limited Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.
- G. This Limited Warranty must be signed by a Duro-Last Quality Assurance Manager. 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 or Contractor to sign this Limited Warranty does not alter the Effective Date.
- H. This Limited Warranty shall be governed by the laws of the State of Michigan. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, 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 that Court.
- I. Duro-Last does not waive any rights under this Limited Warranty by refraining to exercise its rights in full in one or more instances.

**THIS LIMITED WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.**

**THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS LIMITED WARRANTY. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT.**

**OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 1ST THROUGH 15TH YEARS ONLY, THIS LIMITED WARRANTY COVERS INCIDENTAL AND CONSEQUENTIAL DAMAGES DERIVED FROM LEAKS CAUSED BY DEFECTS WARRANTED AGAINST ABOVE.**

**OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 16TH THROUGH 20TH YEARS OF THIS LIMITED WARRANTY THAT DURO-LAST SHALL NOT WARRANT THE WORKMANSHIP OF THE CONTRACTOR, AND THAT DURING THE 16TH THROUGH 20TH YEARS OF THIS LIMITED WARRANTY TERM THAT DURO-LAST SHALL ONLY WARRANT THAT ITS PRODUCT MEMBRANE, MATERIAL AND ACCESSORIES WILL NOT BECOME DEFECTIVE.**

**OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 16TH THROUGH 20TH YEARS OF THIS LIMITED WARRANTY, DURO-LAST SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS, LOSS OF USE OF THE BUILDING, OR ANY DAMAGE TO THE BUILDING AND ITS CONTENTS.**

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or independent 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 and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

**DURO-LAST,®INC.**

\_\_\_\_\_  
Signature of Duro-Last Quality Assurance Manager

\_\_\_\_\_  
Name of Building

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Address of Building

\_\_\_\_\_  
Owner (printed)

\_\_\_\_\_  
City, State & Zip of Building

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Building Designation

\_\_\_\_\_  
Contractor (printed)

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Square Footage

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

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