Patriot Roofing Systems LLC

Limited Warranty

SAMPLE

Effective Date of Warranty	_____	**Expiration Date of Warranty**	_____
Warrant's Name	Patriot Roofing Systems LLC	**Building Owner Name**	_____
Address	PO Box 32	**Address**	_____
City, State	Fergus Falls, MN	**City, State**	_____
Zip	56538	**Zip**	_____
Phone	218-998-5980	**Phone**	_____

This Warranty is limited exclusively to the use of Patriot Roofing Systems LLC coatings and membranes. This membrane/coating shall hereafter be referred to as the "System". This Warranty applies only to the following membrane/coating applied to the structure listed below:

Membrane/coating applied: _____

Name and location of structure: _____

Name of building section (if applicable): _____

For the purpose of this Warranty, Patriot Roofing Systems LLC shall be obligated by the provisions hereunder and shall be referred to as the "Warrantor".

Subject to the conditions, exclusions and limitations set forth herein, the Warrantor warrants to the Building Owner listed above that the System applied to the structure described above will be free from water leaks resulting from ordinary wear and tear from the elements or from improper application of the System for a period of _____ years from the effective date of the Warranty.

In the event the System shall leak water from the causes described above during a period beginning on the effective date of the Warranty and extending for _____ years thereafter, the Warrantor at their own expense will supply the necessary product and labor to correct the leakage.

Obligations of Warrantor, under this Warranty, shall in no event exceed the lesser of that portion of the original amount of the roofing contract that relates to the System and the labor required to apply the System or $250,000.

System applied: _____

Size of roofing project (square feet): _____

Roofing contract price: $ _____

Condition of Coverage: _____

_____

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A. Right to Inspect. The Warrantor shall have the right during the period of this limited Warranty to inspect the System and, in the event of any defect covered by this Warranty, to repair and correct the same. In the event Building Owner refuses to allow such inspection and repair, this Warranty shall become immediately null and void and of no further effect.

B. Notice of Claim. Any claim hereunder shall be deemed waived unless Building Owner has given written notice thereof to Warrantor at the address given above within 30 days following the discovery of a leak in the System.

C. Unauthorized Repairs, Alterations or Use. If Building Owner shall, without prior written consent of the Warrantor, make or permit repairs, alterations or additions to the roof that affect the System, or change the use, function or purpose of the structure, the Warranty shall be immediately null and void and of no further effect upon the date of commencement of any such unauthorized repairs, alterations or additions or changes of use, function or purpose. Warrantor will respond promptly and reasonably to any written request for consent of repairs, alterations or additions.

D. Payment of Contract Price. Failure of Building Owner to pay when due the full contract price for installation of the System shall immediately render this Warranty null and void and of no further effect.

E. Transferable Warranty. The Warrantor shall be notified in writing of the name of the new Building Owner and the intended use of the building within 60 days upon transfer of ownership of structure upon which the System is installed. The Warrantor reserves the right to inspect the roof for a fee, and require any modification it deems necessary in order to protect the membrane. Failure to timely notify the Warrantor shall render this Warranty null and void and of no further effect as of the date of transfer of ownership.

F. Notice of Excluded Damage. Building Owner agrees to give written notice to Warrantor within 30 days following the discovery of damage to the System not covered under the Warranty. The Warrantor reserves the right to inspect the roof for a fee, and require any repairs they deem necessary in order to protect the System. Roofing repairs not covered by this Warranty shall be completed within 60 days of notification by the Warrantor of the required repairs. In order for the Warranty to remain in force, the Building Owner shall make these repairs. If the Building Owner refuses to make the necessary repairs or provide notification, the Warranty is null and void and of no further effect as of the expiration of the 60-day designated period.

SAMPLE

Exclusions from Coverage

A. Acts of God or natural disasters, including [illegible] flood, lightning, hurricane, hail, windstorms, earthquakes, tornadoes, [illegible], wind speed over 90 mph measure 35 feet above the ground, and the like.

B. Damage to the System, the structure or [illegible] or contents caused by fire, settlement, movement, distortion, warpage, displacement [illegible] of the structure.

C. Damage to the System resulting from cracks or openings in the System substrate.

D. Improper application or failure of any component underlying or protruding from the roofing membrane not covered by the Warranty, such as decks, [illegible], roof vents, roof insulation, flashing, vapor barriers, air conditioners, solar units, skylights, and the like.

E. Erection or construction of any additional installation on or through the System after date of completion unless installed in a manner prescribed and accepted by Warrantor.

F. Roof maintenance for corrections of conditions other than leaks.

G. Penetration, vandalism, damage or attack by third parties and foreign objects or agents including animal and plant life.

H. Discoloration or change in visual appearance due to accumulation or streaking of dirt or other airborne material deposited on the surface from the atmosphere.

I. Acts of parties other than Warrantor or authorized roofing contractor.

THIS WARRANTY, WHICH IS A LIMITED WARRANTY, IS GIVEN IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WARRANTOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR GENERAL DAMAGES RESULTING FROM FAILURE OF THE SYSTEM. Some states do not allow for the exclusion or limitation of liability for incidental or consequential damages. In those states, the above limitation or exclusion may not apply. This Warranty provides specific legal rights and the customer may also have other rights that may vary from state to state. This Warranty shall be interpreted and governed by the laws of the state of Minnesota. No individual has authority to make any representation or promises except as stated herein.