



TRI-BUILT® ASPHALTIC MEMBRANE LIMITED WARRANTY ON MATERIALS

Owner:
Owner Address:
Owner Phone:
Description of Building Use:
Building Address:
TRI-BUILT® Product(s) Used:
Roof Completion Date:
Applicator:
Applicator's Address:
Applicator's Phone:
of Squares:
Warranty Expiration Date:

COVERAGE

TRI-BUILT® warrants to the original building owner (Owner) that the Product described above, will remain free of manufacturing defects until the Warranty Expiration Date.

Should the Product prove to be defective in its manufacture during the Warranty Period, TRI-BUILT® shall, during the first year and at its sole discretion, provide the appropriate replacement materials or refund the original cost of the Product determined by TRI-BUILT® to be defective. After the first year, TRI-BUILT's maximum liability is the original cost of the Product used on the roof reduced by 6.67% for 15-year warranties, 8.3% for 12-year warranties and 10% for 10-year warranties during each subsequent year, less any costs previously incurred by TRI-BUILT® for replacement.

NOTE: The Owner is responsible to repair leaks promptly to avoid water damage, including mold growth.

EXCLUSIONS FROM COVERAGE

This Limited Warranty does not cover leaks, damages or injuries of any type, including, but not limited to, damage to roof insulation/cover boards, roof decks, roof membrane or other bases over which Product is applied and attributable directly or indirectly to any of the following:

1. Natural disasters, such as falling objects, cyclones, hurricanes, tornadoes, or other winds or gusts exceeding 38 mph, earthquakes, lightning, hail or fire;
2. Misuse, abuse, falling objects, tools, foot traffic, or equipment or sign installation;
3. Clogged drains or lack of adequate drainage that does not promptly and readily remove water from the roof;
4. Lack of positive slope or inadequate drainage, to completely remove water from the roof system to prevent ponding water conditions on the roof system as defined by the NRCA (48 hours);
5. Settlement, cracking, warping, expansion, contraction, deflection or other movement of the building structure;
6. Failure to maintain Product as required under the Commercial Roof Maintenance Program;
7. Mold and other damage caused by water entering building; and
8. Any other damage not attributable to a manufacturing defect of the Product.
9. Testing/sampling of the membrane by others.

This Limited Warranty does not cover damages caused by leaks. This Limited Warranty applies to material only and does not include installation or labor costs of any kind. The existing roof deck has not been inspected by CT and is NOT part of this Limited Warranty.

ROOF MAINTENANCE

This Limited Warranty is not a maintenance agreement or an insurance policy. Routine inspections and maintenance of the roof system must be completed by the Owner on a regular basis and are the Owner's responsibility. Inspections by Owner shall take place at least on a semi-annual basis and shall be documented. Periodic inspections are the Owner's responsibility and shall include such things as making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains and removing standing water. Lack of regular maintenance shall void this Limited Warranty.

UNAPPROVED REPAIRS, ALTERATIONS, DELETIONS OR ADDITIONS

All repairs, alterations, deletions or additions to any aspect of the roof that affects the Product or any material contiguous there to must have prior written approval of TRI-BUILT® Warranty & Technical Services Department, 20 Moores Road, Malvern, PA 19355, (800) 396-8134 ext. 2. If Owner, without prior written consent of TRI-BUILT®, makes or permits any repairs, alterations, deletions or additions to the roof that affect the Product, all of TRI-BUILT® obligations, duties and coverage under this Limited Warranty will void and the Limited Warranty will be voided.

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NOTE: In the event an emergency condition exists which requires immediate repair to avoid damage to the building or its contents, owner may make essential repair(s) performed by a qualified roofer. TRI-BUILT® will only reimburse Owner for essential temporary repair expenses that would have been covered under this Limited Warranty.

NOTICE OF CLAIMS

Any claim or request for TRI-BUILT® to perform under this Limited Warranty must be made by the building owner to TRI-BUILT® in writing to the above listed address, within thirty (30) days of discovery of the defect or TRI-BUILT® will have no responsibility for repairs. Notification to a roofing contractor is not considered notice to TRI-BUILT®. This notice of claim must include a general description of the alleged defect and a copy of your Roof Program Maintenance records. Owner shall grant access to the entire roof system as necessary for TRI-BUILT® to investigate a claim, which includes, but is not limited to, the taking of samples that adequately demonstrate the alleged problem for testing by TRI-BUILT® as part of the claim investigation. If access is not granted, TRI-BUILT® shall have the right to determine, at its sole discretion, that this Limited Warranty is void as to that portion of the roof system to which access is denied. Should the investigation of the leak be determined not to be covered under this Limited Warranty, any costs associated with the leak investigation shall be the owner's sole responsibility. This Limited Warranty will become void if costs associated with non-warranty findings are not paid in full within 30 days of receipt of any TRI-BUILT® invoicing. If it is determined that TRI-BUILT® installation procedures have not been followed, or the required materials have not been installed, TRI-BUILT® may void this Limited Warranty at any time.

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TRANSFERABILITY

This Limited Warranty may be transferred to one subsequent owner only if CT Roofing's Warranty & Technical Services Department is notified at the above listed address within thirty (30) days of real estate title transfer. If it is determined at CT's sole discretion that the roof is in a state of poor maintenance or in disrepair, CT reserves the right to reject the transfer and void this Limited Warranty.

EXCLUSIVE WARRANTY AND LIMITATIONS OF REMEDIES

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY TRI-BUILT®. THE WARRANTY AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. TRI-BUILT's OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO PROVIDING REPLACEMENT PRODUCT OR REFUNDING THE ORIGINAL COST OF THE DEFECTIVE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL TRI-BUILT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF TRI-BUILT's PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR JURISDICTION DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL TRI-BUILT's TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT COVERED UNDER THIS LIMITED WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT TO THE OWNER OF THE PRODUCT THAT WAS ORIGINALLY INSTALLED. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

MODIFICATIONS OF COVERAGE

Except as noted herein, this Limited Warranty may not be modified, altered or expanded by anyone, including Product distributors, dealers, sellers, installers and/or TRI-BUILT® field representatives. Only CT's Commercial Roofing Technical Services Department is authorized to modify coverage provided by this Limited Warranty. Issuance of this Limited Warranty or review or inspection of plans, the building or Product application by a TRI-BUILT® representative does not waive any exclusions or conditions of this Limited Warranty.

INSPECTION

TRI-BUILT® does not practice engineering or architecture. Issuance of this Limited Warranty or any roof inspections conducted by TRI-BUILT® or its authorized agent, do not constitute an approval of the roof, the roof design plans or specifications, or the construction or installation of the roof. Roof designs, construction plans or installation of the roof system should be approved by Owner or Owner's professional / Designer of record. Any roof inspections are solely for the benefit of TRI-BUILT® and do not constitute any approval, representation or warranty that the roof meets building code standards.

Product Applied	Warranty Period In Years	This Limited Warranty applies to Product installed on or after January 1, 2022.
TRI-BUILT® SMOOTH TORCH	10	This product is manufactured exclusively for Beacon Sales Acquisition, Inc. by: CertainTeed Corporation
TRI-BUILT® GRANULATED TORCH	12	
TRI-BUILT® SBS Cap	12	Beacon Sales Acquisition, Inc. 505 Huntmar Park Drive, Suite 300 Herndon, VA 20170 www.becn.com
TRI-BUILT® SA Cap	12	