SIKA CORPORATION ROOFING WARRANTY FOR COMMERCIAL BUILDING

Sika Corporation ("Sika"), warrants to the owner of the building described above ("Owner") that subject to the terms, conditions, and limitations, including those set forth in section 10 below, Sika Corporation will repair roof leaks originating from the Sarnafil Roofing Membrane, Sarnatherm Insulation, Sika Roofing Accessory and/or Approved Asphalt provided in the following paragraph three (3). Owner’s remedies and Sika Corporation’s liability shall be limited to Sika Corporation’s repair of the Roofing Membrane, Sarnatherm Insulation, Sika Roofing Accessory, or Approved Asphalt.

This warranty does not apply and may be null and void if any of the following occur:

1. The Roofing Membrane, Sarnatherm Insulation, Sika Roofing Accessory, or Approved Asphalt is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, peak wind gusts in excess of forty mph, hurricane, or tornado, as defined by the National Weather Service, or other acts of God, or;
2. The Roofing Membrane, Sarnatherm Insulation, Sika Roofing Accessory, or Approved Asphalt is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or acts of war, or;
3. A deficient pre-existing condition or equipment is causing water entry, or;
4. Metal work or other accessories or equipment is used in the Roofing and causes leaks, or;
5. Any hot asphalt product other than Approved Asphalt is used for attaching the base ply, or;
6. There are any alterations or repairs made on or through the completed roof, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed roof without first obtaining written authorization from Sika Corporation, or;
7. Failure by the Owner or his lessee to use reasonable care in maintaining the roof as described in the Owner’s Guide provided with this warranty, including that of sealants and caulking, or;
8. Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or roof damage by wind blown objects, or;
9. Condensation accumulates in the roof assembly, or;
10. A significant change in the use of the building by the Owner or his lessee expected by Sika Corporation to effect the Roofing Membrane as originally installed, or;
11. The Roofing Membrane, Sarnatherm Insulation, Sika Roofing Accessory, or Approved Asphalt is damaged by contaminants and/or spills, or;
12. Deficient design applied to the Roofing Membrane, Sarnatherm Insulation, Sika Roofing Accessory, or Approved Asphalt such as membrane contact with incompatible materials and/or substrates, or;
13. The Owner fails to comply with every term and condition stated herein.

4. During the period of the warranty, Sika Corporation and its agents and employees, shall have free access to the roof during regular business hours.

5. Should the Roofing Membrane be concealed, the cost of exposure of the Roofing Membrane for purposes of Sika Corporation’s investigation and/or repair, such as removal and replacement of any paving or overburden, shall be the Owner’s responsibility.

6. Sika Corporation shall have no obligation under this warranty until all invoices for materials, installation, and services provided by Sika Corporation and the Sika Corporation Authorized Applicator have been paid for in full.

7. If on Sika Corporation’s inspection, Sika Corporation determines that the leak is caused by a defect in Sarnafil Roofing Membrane, Sarnatherm Insulation, Sika Roofing Accessory, or Approved Asphalt provided by Sika Corporation to the Applicator for this building or from a defect in the Sika Corporation Authorized Applicator’s workmanship applied to that Sarnafil Membrane, Sarnatherm Insulation, Accessory or the Approved Asphalt, except as provided in the following paragraph three (3), Owner’s remedies and Sika Corporation’s liability shall be limited to Sika Corporation’s repair of the Roofing Membrane, Sarnatherm Insulation, Sika Roofing Accessory, or Approved Asphalt.

8. This warranty may be transferred to a subsequent Owner of the Building if approved in advance and in writing by Sika Corporation. Should the Roofing Membrane be concealed, Sika Corporation shall process the transfer and to inspect and repair the Sika Corporation Roofing System, if necessary.

9. The Owner and Sika Corporation hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Warranty, or the alleged breach thereof, or to any contracts between the owner and Sika Corporation, or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the Sika Corporation Roofing System, shall first be submitted to non-binding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the American Arbitration Association. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the American Arbitration Association, according to the Commercial Industry Arbitration Rules. Any such mediation and/or arbitration shall take place in Boston, Massachusetts. This Warranty, and any claims, disputes or suits between the parties hereto shall be governed by, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

10. This Warranty is given in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. There are no warranties that extend beyond the description on the face hereof. Sika Corporation makes no, and expressly disclaims any and all warranties, express or implied, regarding the use of any hot asphalt products other than Approved Asphalt in the Roofing System. The remedies stated herein are exclusive remedies and Sika Corporation shall not be responsible or liable for any indirect, consequential or incidental damages including the presence of molds, fungi, bacteria, spores, mycotoxins or the like or further loss of any kind whatsoever, including but not limited to, damage to the Building, or any component part thereof, or damage to any other property or persons.

No representation of Sika Corporation has authority to make any representations or promises except as stated herein.

SIKA CORPORATION • ROOFING
100 Dan Road • Canton, MA 02021
Tel: 781-828-5400 • Fax: 781-828-5365 • usa.sarnafil.sika.com

This Warranty is Effective From: SAMPLE through: SAMPLE

Authorized Signature(1): Date: Authorized Signature(2): Date: SAMPLE SAMPLE SAMPLE SAMPLE