Sika Corporation ("Sika"), warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations, including the limitations set forth in section 10 below, stated herein, Sika Corporation will repair roof leaks originating from the Sikaplan Roofing Membrane, Sarnatherm Insulation or Sika Corrugated Roofing Assemblies installed according to Sika Corporation’s Technical instructions by a Sika Corporation Authorized Dealer for a period of ten (10) years commencing with the date of substantial completion of the installation of the Roofing Membrane.

1. Owner shall notify Sika Corporation on the first business day immediately following the discovery of each leak in the Roofing System and confirm in writing within one week.
2. If on Sika Corporation’s inspection, Sika Corporation determines that the leak is caused by a defect in the Sikaplan Roofing Membrane, Sarnatherm Insulation or Accessory provided by Sika Corporation to the Applicant for this building or from a defect in the Sika Corporation Authorized Applicator’s workmanship applied to that Sikaplan Membrane, 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 or Accessory. Sika Corporation’s cumulative liability throughout the duration of this warranty shall not exceed the original installed cost of the Sikaplan Roofing System.
3. This warranty does not apply and may be null and void if any of the following occur:
   a. The Roofing Membrane, Sarnatherm Insulation or Accessory is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, peak wind gust in excess of gale force, hurricane, or tornado, as defined by the National Weather Service, or other acts of God, or:
   b. The Roofing Membrane Sarnatherm Insulation or Accessory is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or acts of war.
   c. A defective pre-existing condition or equipment is causing water entry, or
   d. Metal work or other accessories or equipment is used in the Roofing and Caused Leaks, or
   e. There are any alterations or repairs made on or through the completed roof, or any equipment, or structures are placed on or attached to the completed roof without first obtaining written authorization from Sika Corporation, or
   f. Failure by the Owner or his lessee to maintain the roof within the warranty,
   g. 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 from roof damage by wind blown objects, or
   h. Condensation accumulates in the roof assembly due to incorrect design or due to a reduction in the vapor barrier effectiveness,
   i. 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
   j. The Roofing Membrane is damaged by compounds and/or spills, or
   k. Deficient design applied to the Roofing Membrane that membrane contact with incompatible materials and/or substrates, or
   l. The Owner fails to comply with every term and condition stated herein.
   m. During the period of this warranty, Sika Corporation, its agents and employees, shall have free access to the roof during regular business hours.
   n. 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.
   o. 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.
   p. Sika Corporation’s failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
   q. This warranty may be transferred to a subsequent owner of the building if approved in advance in writing by Sika Corporation and the cost to process the transfer and to inspect and repair the Sika Corporation Roofing System, if necessary, such as but not limited to, removal and replacement of overburden, shall be the Owner’s responsibility.
   r. 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 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 Sikaplan Roofing System, shall be subject 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 in accordance with the Construction 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 construed and enforced with the laws of the Commonwealth of Massachusetts.

This Warranty Is Effective For: _SAMPLE_ through _SAMPLE_.

Sika Corporation * RooFing
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