***(10-25) Year Bituminous Membrane Warranty***

**Warranty Serial No.: SAMPLE**

**SIKA CORPORATION ROOFING WARRANTY FOR COMMERCIAL BUILDING**

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| --- | --- | --- | --- | --- |
| Building Owner: | SAMPLE | | |  |
| Building Name: | SAMPLE | | |  |
| Building Address: | SAMPLE | | |  |
| Applicator: | SAMPLE | Phone: | SAMPLE | |

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| --- | --- | --- | --- | --- | --- |
| Date of Substantial Completion: | SAMPLE | Date of Inspection: | SAMPLE |  |  |

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| --- | --- | --- |
| Building/Area Name | Used As | Area Warranted (Sq. Ft.) |
| SAMPLE | SAMPLE | SAMPLE |

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| Sika Corporation 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 11 below, stated herein, Sika Corporation will supply replacement membrane for any defective Bituminous Roofing Membrane installed according to Sika Corporation's Technical instructions by a Sika Corporation Authorized Roofing Applicator for a period of {{WARRANTY\_ROOFING\_WARRANTY\_TERMS}} years. Non-leaking blisters, wrinkles, or aesthetic issues are expressly excluded from warranty coverage. |

**TERMS, CONDITIONS, LIMITATIONS**

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| 1. | Owner shall notify Sika Corporation on the first business day immediately following the discovery of each leak in the roofing membrane and confirm in writing within one week. Should Owner believe that the leak event is directly due to a defect in the Bituminous Roofing Membrane, Owner shall submit three representative samples of said membrane to Sika Corporation's Corporate Office for examination and laboratory testing. The three samples shall be no smaller than 12” x 12” and no larger than 24” x 24” with two samples collected from the affected roof area, and one collected from an unaffected roof area for comparison. The expense of contracting with a roofer to collect the membrane samples and to seal the roof area where the samples were collected shall be borne by the Owner. | |
| 2.  3. | If on Sika Corporation's inspection of the membrane samples Sika Corporation determines that the leak is caused solely by a defect in the Roofing Membrane, Owner's remedies and Sika Corporation's liability shall be limited to providing replacement material for the defective Roofing Membrane.  Sika Corporation, at its sole option and discretion reserves the right to conduct a rooftop investigation. | |
| 4. | This warranty does not apply and may be null and void if any of the following occur: | |
|  | (a) | The Roofing Membrane is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, tornado, or wind, as defined by The National Weather Service, or other acts of God, or: |
|  | (b) | The Roofing Membrane is damaged by any act of negligence, fire, accident, contamination by foreign material, or misuse including, but not limited to, vandalism, falling objects, excessive roof traffic, civil disobedience, or act of war, or: |
|  | (c) | The membrane is damaged because of a roof leak attributed to installation workmanship. Workmanship is excluded from warranty coverage. |
|  | (d) | A deficient pre-existing condition or rooftop equipment causing water entry, or: |
|  | (e) | Metal work or other accessories or equipment is used in the Roofing and causes leaks, or: |
|  | (f) | There are any alterations or repairs made on or through the completed roof, or objects such as but not limited to photovoltaic (PV) systems, fixtures, equipment, or structures are placed on or attached to the completed roof without first obtaining written authorization from Sika Corporation, or: |
|  | (g) | 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 maintenance of sealants and caulking, or: |
|  | (h) | 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: |
|  | (i) | Condensation accumulates in the roof assembly, or: |
|  | (j) | A significant change in the use of the building by the Owner or his lessee expected by Sika Corporation to affect the Roofing Membrane as originally installed, or: |
|  | (k) | The Roofing Membrane is damaged by contaminates and/or spills, or: |
|  | (l)  (m) | Deficient design or defective workmanship was applied to the Roofing Membrane such as membrane contact with incompatible materials and/or failure of membrane seams, or:  Damage is caused by inadequate roof drainage as evidenced by standing/ponding water forty-eight (48) hours after a rain, or: |
|  | (n) | The Owner fails to comply with every term and condition stated herein. |
| 5. | During the period of this warranty, Sika Corporation, its agents, and employees, shall have free access to the roof during regular business hours. | |
| 6. | 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 photovoltaic (PV) system, paving or other overburden, shall be the Owner's responsibility. Owner is responsible for rendering any PV system inoperable and safe, prior to, and during, any investigation or repair. | |
| 7. | 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. | |
| 8. | 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. | |
| 9. | This warranty may be transferred to a subsequent Owner of the Building if approved in advance and 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. | |
| 10. | 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 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 in accordance with, the laws of the Commonwealth of Massachusetts. | |
| 11. | **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. 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 ON WHICH THE COMPONENTS OF THE ROOF ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE BUILDING OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS.** | |
| NO REPRESENTATIVE OF SIKA CORPORATION HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN. | | |

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| This Warranty Is Effective From: | | | SAMPLE | | through: | | SAMPLE |  | | |
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| SAMPLE |  | SAMPLE | |  | | SAMPLE | | |  | SAMPLE |
| SAMPLE |  | Date: SAMPLE | |  | | SAMPLE | | |  | Date: SAMPLE |