***(10-25) Year Standard Bituminous***

***System 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 |  |  |

|  |  |  |
| --- | --- | --- |
| 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 10 below, stated herein, Sika Corporation will repair roof leaks originating from the Bituminous Roofing Membrane, Sarnatherm Insulation or Sika Corporation Roofing Accessories\* installed according to Sika Corporation's Technical instructions by a Sika Corporation Authorized Roofing Applicator for a period of {{WARRANTY\_ROOFING\_WARRANTY\_TERMS}} years commencing with the date of substantial completion of the installation of the Roofing Membrane with a monetary limit with respect to roof repair costs over the term of the warranty equal to two times the original installed cost of the warranted roof. Sika shall have sole responsibility in determining the method of repair for the leak. Non-leaking blisters, wrinkles, or aesthetic issues are expressly excluded from warranty coverage. Should a leak investigation reveal the cause of a reported leak to be excluded from warranty coverage as defined herein, then all costs associated with Sika’s response to the leak call shall be borne solely by the Owner.  \* For skylights purchased through Sika Corporation, refer to the attached Skylight Warranty Addendum for specific 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 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 Bituminous Roofing Membrane, Sarnatherm Insulation or Accessory 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 Bituminous Roofing Membrane, except as provided in section 3 below, Owner's remedies and Sika Corporation's liability shall be limited to Sika Corporation's repair of the roof leak to stop the inflow of water into the roof 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, tornado, or peak wind gust in excess of 60 mph, 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, fire, accident, or misuse including, but not limited to, vandalism, falling objects, excessive roof traffic (more than once a month), civil disobedience, or act of war, or: |
|  | (c) | A deficient pre-existing condition or equipment is causing water entry, or: |
|  | (d) | Metal work or other accessories or equipment is used in the Roofing and causes leaks, or: |
|  | (e) | 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: |
|  | (f) | 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: |
|  | (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, or: |
|  | (i) | 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: |
|  | (j) | The Roofing Membrane is damaged by contaminates and/or spills, or: |
|  | (k) | Deficient design applied to the Roofing Membrane such as membrane contact with incompatible materials and/or substrates, or: |
|  | (l)  (m) | Damage is caused by inadequate roof drainage as evidenced by standing/ponding water forty-eight (48) hours after a rain, or:  The Owner fails to comply with every term and condition stated herein. |
| 4. | During the period of this warranty, Sika Corporation, 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 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. | |
| 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. | 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. | |
| 8. | 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. | |
| 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 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. | |
| 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. 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 | | |  | Date: |