

Standard Watertight Limited Warranty - with Extension Option

SEAMAN CORPORATION COMMERCIAL BUILDING ROOFING WARRANTY

WARRANTY SERIAL No.: _____

WARRANTED ROOF AREA: _____sq. ft.

EFFECTIVE DATE: _____ EXPIRATION DATE: _____

Building Owner: _____

Building Owner Address: _____

Building / Roof Section Name: _____

Building Address _____

SEAMAN CORPORATION ("Seaman Corp.") warrants to the owner named above ("Owner") of the building described above (the "Building") that, subject to the Terms & Conditions set forth below, for a period of **20** years commencing with the Effective Date of the application of the roofing membrane, Seaman Corp. will repair leaks originating in the FiberTite® Roofing System ("Roofing System") on the Building that are attributable to the Roofing System and/or workmanship provided by a roofing applicator authorized by Seaman Corp. to install the Roofing System (an "Authorized Applicator").

On the annual Effective Date above, Seaman Corp. will provide notice via the applicable communications means and methods of the time, to the Owner at the Building Owner Address above, reminding the Owner of the Care & Maintenance Guidelines of the Warranty.

In the 19th year, on the annual Effective Date above, Seaman Corp. will provide notice via the applicable communications means and methods of the time, to the Owner at the Building Owner Address above of the option to request an extension of the warranty for up to an additional ten (10) years. The warranty extension is dependent on acceptability of the Roofing System per the Terms & Conditions of the Warranty, including adherence to the Care & Maintenance Guidelines, as determined by an inspection by Seaman Corp. and payment of warranty fees applicable at that time.

Terms & Conditions

1. The Roofing System includes only FiberTite® roof membrane and related accessories provided by Seaman Corp. and installed in accordance with Seaman Corp.'s technical specifications. This warranty does not cover any other products and/or services.
2. In order for this warranty to be effective the shall Roofing System have been installed by an Authorized Applicator and Seaman Corp shall have inspected and approved the for warranty by executing this Warranty.
3. Owner shall give Seaman Corp. written notice not more than thirty (30) days after discovery of any leak in the Roofing System or within thirty (30) days after Owner should have discovered such leak in the exercise of reasonable inspections in the Roofing System. Notice shall be provided by Owner to Seaman Corp. through Seaman Corp's Online Service Request Form or in writing directed to Seaman Corp. at its corporate headquarters, to the attention of "Warranty Department." By giving such notice Owner authorizes Seaman Corp. or its agents to inspect the Roofing System and investigate the cause of the leak. Seaman Corp. shall have no obligation under this warranty if Owner fails to give timely notice as required by this Section 3.
4. Owner shall give or cause to be granted to Seaman Corp. free access to the roof of the Building during regular business hours to inspect the Roofing System. The Owner shall indemnify and hold Seaman Corp. harmless for any damages or costs incurred by Seaman Corp. or its agents due to roof access delays as a result of security or other restrictions. Should the Roofing System be concealed with an overburden; i.e., garden roof, paving blocks, etc., Owner shall be responsible for all costs necessary to expose the Roofing System for inspection and/or repair.
5. If, after its inspection, Seaman Corp. determines in good faith that the leak is a result of defects in the Roofing System and/or the workmanship provided by the Authorized Applicator, Seaman Corp. will repair any leaks in the Roofing System at its expense, but in no case shall Seaman Corp.'s obligation over the lifetime of the warranty exceed the Owner's original cost of the installed Roofing System.
6. If, after its inspection, Seaman Corp. determines in good faith that the cause of the leak is outside of the scope of this warranty, Owner shall pay for Seaman Corp.'s investigation and inspection costs and Seaman Corp. shall advise Owner of what Seaman Corp. reasonably considers the work necessary to cause any remaining portions of this warranty to remain effective. This warranty shall automatically terminate if Owner fails to promptly make or cause to be made any such repairs or fails to pay such investigation and inspection costs.
7. Seaman Corp. shall have no obligation under this warranty unless and until (i) all invoices for or otherwise relating to the Roofing System including without limitation, materials, installation services, and supplies have been paid in full to the Authorized Applicator and Seaman Corp., and (ii) Seaman Corp. has inspected and approved the Roofing System for warranty by executing this Warranty.
8. This warranty shall not be applicable to nor shall Seaman Corp. be responsible for damage, leaks, or loss caused in whole or in part by: (a) natural disasters, including without limitation, earthquakes, hurricanes, tornadoes, winds in excess of 60 mph, hail greater than ¾ inch diameter, and lightning, which damages the Roofing System, or which impairs the Roofing System's ability to resist

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leaks, (b) acts of war or terrorism, civil disobedience, vandalism, animals, or insects which damage the Roofing System, or which impair the ability of the Roofing System to resist leaks, (c) unauthorized alterations or repairs of the Roofing System or installation of structures, fixtures, or utilities on or through the Roofing System, (d) negligence or failure of Owner to properly maintain the Roofing System including without limitation, failure of Owner to maintain the Roofing System in accordance with the Care & Maintenance Guidelines, (e) settling, warping, defective condition, deterioration, corrosion, or other failure of the structure or substrata to which the Roofing System is attached or the walls or mortar of the Building; (f) any chemical contaminants injurious to the Roofing System that have not been specifically approved by Seaman Corp., (g) traffic or storage of materials on the Roofing System, (h) infiltration or condensation of moisture in, through, around, or above the walls and/or other structure of the Building, (i) acts of negligence or misuse by Owner or any other party other than Seaman Corp. or the Authorized Applicator, (j) failure of any material or component not furnished by Seaman Corp., (k) the construction or design of the Building or its components, (l) a change in the use of the Building, and/or (m) loss of integrity of the Building envelope and/or structure.

9. Seaman Corp. shall not be responsible for the cleanliness, discoloration, or change in visual appearance of the Roofing System caused by environmental conditions including, but not limited to, accumulation or streaking of dirt, pollutants or other airborne materials deposited on the Roofing System from the atmosphere, or biological agents, or from any bleed-through from which the materials the Roofing System was applied, or any change in color of the Roofing System, including but not limited to fading.

10. Rights under this warranty may be transferable by Owner to a third party only with the prior written consent of Seaman Corp. and the payment of the then-current transfer fees, inspections services and subsequent repair of the Roofing System, if necessary, by the Owner. Any purported transfer in violation of this Section shall be null and void.

11. Failure by Seaman Corp. to enforce any of the terms or conditions in this warranty shall not be interpreted to be a waiver of any terms and conditions of this warranty. If any portion of this warranty is unenforceable under applicable law, such portion shall be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining provisions shall remain in full force and effect. This warranty may be amended only by a writing signed by authorized representatives of both parties.

12. This warranty shall be construed in accordance with, and shall be governed by, the laws of the State of Ohio without reference to its conflict of law principles and Owner agrees to submit to the exclusive jurisdiction of the appropriate state court within Wayne County, Ohio and/or the Federal Court of the Northern District of Ohio for purpose of resolving any dispute or claim arising in connection with this warranty.

EXCEPT AS SET FORTH ABOVE, SEAMAN CORP. MAKES NO REPRESENTATIONS AND WARRANTIES WHATSOEVER AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY EMPLOYEE OR REPRESENTATIVE OF SEAMAN CORP. SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS HEREOF. IN THE EVENT AN EXPRESS OR IMPLIED WARRANTY IS REQUIRED BY LAW DESPITE THIS DISCLAIMER, THE OWNER AGREES THAT SUCH WARRANTY AND REMEDIES FOR THE BREACH OF SUCH WARRANTY SHALL BE EXPRESSLY LIMITED TO THE TERMS OF THE WARRANTY SET FORTH ABOVE. OWNER AGREES THAT SEAMAN CORP'S OBLIGATION TO REPAIR OR REPLACE THE UNDER THE TERMS OF THE WARRANTY SET FORTH ABOVE SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ALL LEAKS AND ALL DEFECTS IN MATERIAL AND WORKMANSHIP. SEAMAN CORP. SHALL NOT BE LIABLE TO OWNER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, SPECIAL, EXCEPTIONAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES TO OTHER COMPONENTS OF THE ROOF, THE BUILDING OR THE CONTENTS OF THE BUILDING, OR FOR LOSS OF REVENUE OR PROFITS, LABOR COSTS, DOWNTIME, LOSS OF DATA, OR DIMINUTION IN VALUE, WHETHER BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, REGARDLESS OF WHETHER SUCH DAMAGES AND/OR LOSS WERE FORESEEABLE AND WHETHER OR NOT SEAMAN CORP. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR LOSS, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. Seaman Corp. does not take any responsibility for the analysis of the architecture or engineering required to evaluate the type of Roofing System which is appropriate for the Building. Any Roofing System used for personal, family or household purposes IS NOT WARRANTED HEREUNDER.

Seaman Corporation
1000 Venture Blvd., Wooster, OH 44691

By: _____

Title: _____ Date: _____

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Care & Maintenance Guidelines

To maintain optimum performance of the FiberTite® Roof System and maintain the Warranty, Owner must comply with the following Care & Maintenance Guidelines:

1. Perform bi-annual inspections of the roof system in the spring and fall of the year, as well as immediately following any significant weather events, to make ensure the roof is free of any conditions that may cause damage to the roof system.
2. When performing roof maintenance inspections, check for punctures in the roof membrane, open or loose seams at the membrane overlaps and at roof penetrations (soil stacks, HVAC curbs, etc.) as well as parapet walls and/or roof edge details, caulking at membrane termination locations and surface mounted reglets, pitch pan sealants, loose fasteners both in the field of the roof as well as at wall and edge details, check drains and gutters to ensure they are unclogged and free-flowing, check for excessive areas of ponding water which may be sign of other structural issues.
3. In addition to the bi-annual inspections referenced above, while not required, it is suggested to maintain a service contract with a Seaman Corp. Authorized Applicator who can provide professional annual inspections and immediate corrective action for potential roof damaging problems. Seaman Corp. Authorized Applicators have the knowledge and professional service skills and abilities to mitigate roof damaging problems.
4. Establish and maintain a policy of restricting unauthorized people from access to the roof.
 - a. It is suggested to post the YELLOW precautionary label provided with the Warranty to roof access locations. This label provides cautionary information to protect both the roof system and individual safety.
 - b. Installation of roof walkway and protection pads are recommended for roofs with significant foot traffic and rooftop equipment that requires frequent servicing.
5. Consider the roof system when new products and/or processes are added to the building operation that may cause chemical contaminant venting onto the roof. Following is a list of chemicals that can cause harm to the FiberTite roof membrane, especially if exposed for several months (Note - Chemicals below are not an exhaustive list):

Acetic Acid
Benzene
Ethyl Acetate
Methyl Ethyl Ketone (MEK)
Phenol
Solvent Degreasers

Aromatic Hydrocarbons
Clorox
Furfural
Nitric Acid
Phosphoric Acid 75%
Toluene

Asphalt Materials
Cooking Oil above 140°F
Gasoline
Paint Thinners
Phthalate Plasticizer Above 100°F.
Xylene

6. If the building use purpose changes - Consider the compatibility with the roof system. Any installation of new roof top equipment, such as air conditioning equipment, requires the service of a Seaman Corp. Authorized Applicator to install new flashings and maintain the integrity of the roof system.
7. Contact the FiberTite® Technical Service Department for assistance, questions about the FiberTite® Roof, or locating a Seaman Corp. Authorized Applicator.

Seaman Corporation
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www.fibertite.com
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