

## SEAMAN CORPORATION MEMBRANE WARRANTY

WARRANTY SERIAL No.: \_\_\_\_\_

WARRANTED FiberTite Membrane AREA: \_\_\_\_\_ sq. ft.

EFFECTIVE DATE: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

Building Owner: \_\_\_\_\_

Building Owner Address: \_\_\_\_\_

Building / Area 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 \_\_\_ years commencing with the Effective Date listed above, the FiberTite® membrane ("membrane") to be in accordance with Seaman Corp. published product specifications and free from membrane defects in components and manufacturing which would affect performance. The obligation of Seaman Corporation under this warranty is limited to, at its option, allowance for credit, repair, or replacement, of the membrane which may prove defective within the warranty period under normal use and service as described herein.

### Terms & Conditions

1. Owner shall give Seaman Corp. written notice not more than thirty (30) days after discovery of any defect in the membrane or within thirty (30) days after Owner should have discovered such defect in the exercise of reasonable inspections of the membrane. 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 membrane. Seaman Corp. shall have no obligation under this warranty if Owner fails to give timely notice as required by this Section 1.
2. Owner shall give or cause to be granted to Seaman Corp. free access to the membrane during regular business hours to inspect the membrane, and remove samples as necessary for analysis. The Owner shall indemnify and hold Seaman Corp. harmless for any damages or costs incurred by Seaman Corp. or its agents due to access delays as a result of security or other restrictions. Should the membrane be concealed with an overburden; i.e., garden roof, paving blocks, decking, etc., Owner shall be responsible for all costs necessary to expose the membrane for inspection, taking of samples, and/or repair.
3. If, after its inspection and analysis of samples, Seaman Corp. determines in good faith that the defect is a result of defective components or manufacturing of the membrane, Seaman Corp. will provide, at its option, for credit allowance, repair, or replacement, of the membrane, based upon the original sales price to the customer.
4. If, after its inspection, Seaman Corp. determines in good faith that the cause of the defect 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.
5. Seaman Corp. shall have no obligation under this warranty unless and until all invoices for or otherwise relating to the membrane including without limitation, materials, installation services, and supplies have been paid in full to Seaman Corp.
6. This warranty shall not be applicable to nor shall Seaman Corp. be responsible for damage, or loss caused in whole or in part by: (a) natural disasters, including without limitation, earthquakes, hurricanes, tornadoes, winds, hail, and lightning, which damages the membrane, (b) acts of war or terrorism, civil disobedience, vandalism, animals, or insects which damage the membrane, (c) negligence or failure of Owner to properly maintain the Membrane including without limitation, failure of Owner to maintain the membrane in accordance with the Care & Maintenance Guidelines, (d) any chemical contaminants injurious to the membrane that have not been specifically approved by Seaman Corp., (e) traffic or storage of materials on the membrane, (f) acts of negligence or misuse by Owner or any other party, (g) the construction or design of the Building or its components, (h) a change in the use of the Building, and/or (i) loss of integrity of the Building envelope and/or structure.
7. Seaman Corp. shall not be responsible for the cleanliness, discoloration, or change in visual appearance of the membrane caused by environmental conditions including, but not limited to, accumulation or streaking of dirt, pollutants or other airborne materials deposited on the membrane from the atmosphere, or biological agents, or from any bleed-through from which the materials the membrane was applied, or any change in color of the membrane, including but not limited to fading.
8. 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 membrane, if necessary, by the Owner. Any purported transfer in violation of this Section shall be null and void.
9. 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.
10. 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

### **SEAMAN CORPORATION MEMBRANE WARRANTY**

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. 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 FiberTite membrane which is appropriate for the Building. Any FiberTite membrane used for personal, family or household purposes IS NOT WARRANTED HEREUNDER.

**Seaman Corporation**  
**1000 Venture Blvd., Wooster, OH 44691**

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Care & Maintenance Guidelines**

## SEAMAN CORPORATION MEMBRANE WARRANTY

To maintain optimum performance of the FiberTite membrane ("membrane") and maintain the Warranty, Owner must comply with the following Care & Maintenance Guidelines:

1. Perform bi-annual inspections of the membrane in the spring and fall of the year, as well as immediately following any significant weather events, to ensure the membrane is free of damage or any conditions that may cause damage to the membrane, i.e. check for punctures or tears, and / or the presence of sharp objects and debris.
2. Establish and maintain a policy of restricting unauthorized people from access onto to membrane.
  - a. It is suggested to post the YELLOW precautionary label provided with your Warranty to access locations. These labels provide cautionary information to protect both the membrane and individual safety.
  - b. Installation of walkway and protection pads are recommended where significant foot traffic may occur, or where equipment requires frequent servicing access.
3. Consider the membrane 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 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

4. If the building use purpose changes - Consider the compatibility with the membrane.
5. Contact FiberTite Technical Service Department for questions about your maintaining the FiberTite membrane.

*Seaman Corporation*  
1000 Venture Blvd.  
Wooster, Ohio 44691  
800/927-8578

[www.fibertite.com](http://www.fibertite.com)  
[www.seamancorp.com](http://www.seamancorp.com)