



Limited Workmanship Warranty



RoofScreen Mfg., Inc. ("Contractor") warrants the labor and workmanship for the installation of **describe what we installed** ("Installation") provided to **name of owner** ("Owner") for the project named **project name** located at **project street, city, state, zip** ("Project") according to the provisions and conditions stated in this document.

1. Coverage

- a. Labor and workmanship for the Installation are hereby warranted to be in accordance with contract documents and will be free from defects arising under normal use and environmental conditions for one (1) year from the date of final completion.

2. Stipulations

- a. This warranty is subject to the following stipulations:
 - i. Contractor has been paid in full for the Installation per contract documents.
 - ii. Contractor shall be notified in writing within ten (10) days of first discovery of the condition prompting the claim.
 - iii. Contractor shall be given first opportunity to gain access to the site to inspect defects before any action is taken by Owner.
 - iv. In the event that defects are identified to be covered by this warranty, Contractor shall be given the opportunity to cure the defects within a reasonable period of time.

3. Exclusions

- a. Material warranties are provided as separate documents.
- b. Consequential damage to the interior, exterior or contents of the structure including but not limited to water damage regardless of cause.
- c. Damage, failure and consequential damage caused by extreme weather or seismic conditions (extreme conditions defined as those exceeding the design criteria set forth by local codes, and used in performing structural calculations for the Project).
- d. Damage, failure and consequential damage caused by flood, fire, lightening, hail, "acts of God", vandalism, civil disobedience, acts of war, negligence, misuse, abuse and other contingencies beyond the control of Contractor.
- e. Damage or failure caused by unauthorized attachments, modifications or repairs made or attempted by others.
- f. Damage or failure caused by accident, misuse or abuse.
- g. Installations that have been altered or used in ways inconsistent with Contractor's and Manufacturer's printed specifications, installation instructions and project engineering documents.

- h. Installations that have been disassembled or moved from their original installation.
- i. Loss and damages for failure to provide the agreed upon opportunity to inspect and cure.

4. Limited Transferability

- a. This warranty is for the Installation on the Project referenced in this document and is applicable to the original Owner. In the event that the original Owner is not the owner of the Project at the time of completion of original construction and installation, the warranty may be transferred to the new Owner of the Project. The warranty is non-transferable to subsequent owners of the Project.

5. Resolution

- a. Owner's exclusive remedy hereunder is limited, at Contractor's sole discretion, to Contractor's repair of the Installation, replacement of Installation, or combination of both, at no cost to Owner.
- b. Replacement products, if required, will be of equal or greater quality and usefulness as those being replaced. However, newer versions and designs, including finishes and colors may be used.
- c. In the event of an approved warranty claim, replacement of parts, or any other consideration in satisfaction of such a claim, will not extend the expiration date of the original warranty.

6. Exclusive Warranty and Limitation of Remedies

- a. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- b. IN NO EVENT WILL ROOFSCREEN MFG. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. DAMAGES THAT ROOFSCREEN MFG. WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES; DOWNTIME; THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS; AND INJURY TO PROPERTY.

7. How to make a claim

- a. Notify Contractor in writing, with a detailed description of the problem, within ten (10) days of discovery of the condition prompting the claim.
- b. Include the name and address of the Project.
- c. Include the name, address and phone number of the company that originally contracted with RoofScreen Mfg. for the Installation.
- d. Include the name, address and phone number of the current Owner(s) of the Project.
- e. If you are not the Owner or company that originally contracted with RoofScreen Mfg., please provide your name, address, phone number and your relationship to the Owner and Project.

- f. Provide photographs of the defects or damage. Include enough photos to provide adequate perspective of the claim including close ups, mid-range and distance shots of overall project. Identify on mid-range and distance shots where damage or defect occurred.
- g. Send information to RoofScreen Mfg. Inc., 347 Coral St. Santa Cruz, CA 95060. If you prefer to email the information, please call 866-766-3727 for contact email.

By: _____
Signature of Contractor's Representative

Date: _____
Warranty Effectiveness Date