



10 YEAR "ROOF-X" MATERIAL ONLY LIMITED WARRANTY

Roofing Contractor Name:
Roofing Contractor Address:
Roofing Contractor Phone:
Roofing Contractor Contact:

Building Address:

Roof-X - Rate of Application:

Project Size:
Completion Date:
Warranty Number:

TERMS AND CONDITIONS:

Definitions:

"**United Asphalts**" shall mean United Asphalts, Inc. 4306 E 60th Ave./P.O. Box 1034; Commerce City, CO 80022.

"**Roofing Contractor**" shall mean the original party listed above as Roofing Contractor, who purchased and installed United Asphalt's Inc. Roof-X material coating.

"**Building Address**" shall mean the Owners building address the Roof-X material coating product is installed.

United Asphalts warrants the Roof-X Material Coating to be free from manufacturing defects which affects the ability of the product to perform in a watertight manner (herein considered defective) for the period of TEN (10) years from the date of original installation of the roofing product. This warranty is for the sole benefit of the Roofing Contractor described above.

Should United Asphalts Roof-X material coating be deemed defective by United Asphalts, as described above, United Asphalts shall exercise the option to replace such defective materials, excluding any associated labor to install said material or any related labor costs associated to flashings, metal work, or other any other materials.

Assignment of Warranty: This warranty is eligible to being assigned by original Roofing Contractor only to one successive party provided a) Roofing Contractor shall notify UNITED ASPHALTS in writing of the new party's name and address 60 days prior to transfer and b) Roofing Contractor pays a transfer fee of \$500.00 plus any out-of-pocket cost for travel, lodging and meals determined necessary by UNITED ASPHALTS to re-observe roof prior to transfer. Upon receipt of the foregoing, UNITED ASPHALTS will advise owner within thirty (30) days of its approval of such proposed assignment.

United Asphalts shall have no obligation based upon the following exclusions under this warranty:

1. Damage by natural disasters, including but not limited to lightning, hail, gale force winds as described by the Beaufort Scale, floods, tornadoes, wind launched debris, earthquakes or similar acts of God or natural causes;
2. Damage by willful or negligent acts, fire, vandalism, or other misuse;

**THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.**

3. Damage by use of materials not furnished by United Asphalts;
4. Owner or lessee fails to comply with United Asphalts Roof Maintenance Warranty Guidelines, attached as "Exhibit A";
5. Damage by structural failure, including, without limitation, settling or shifting of the building, or movement, cracking, or deflection of the roof deck, roof substrate, roof insulation, building design or construction, inadequate attic ventilation;
6. Damage by any chemical condition not disclosed to United Asphalts, or traffic or storage of materials or infiltration of

condensation or moisture in, through or around the walls, coping, building structure of the underlying or surrounding areas;

7. Alterations or repairs made on or through the roof or objects (including, without limitation, machines, structures, fixtures, or utilities) are placed on the roof without prior written authorization of United Asphalts;
8. Metal work or other materials used in the roofing system resulting in leaks;
9. Poor workmanship in the original application of materials as determined in United Asphalts sole judgment;
10. Damage resulting from lack of positive, proper or adequate drainage;
11. Loss in part or in whole of granule or other surfacing;
12. Damage or injury arising in any way from an actual or alleged discharge or release of any pollutant or waste, environmental or airborne contaminants;
13. Damage or injury arising in any way from testing/sampling of the material;
14. Failure to comply with any and all Terms and Conditions of this warranty;

In addition to items 1-15 above, Roofing Contractor agrees that United Asphalts shall have no responsibility whatsoever for bodily injury to any person or damage to the structure or its contents directly or indirectly arising out of any defects in its roof material or any other consequential or incidental damages or attorney's fees. United Asphalts sole responsibility is the replacement of defective material that is directly related to leakage. This warranty does not include the cost of removal of existing, or the cost of labor to repair or replace the defective material and/or roofing covering/system installed to the Roof-X material.

Cancellation of Warranty: This warranty shall become null and void if any of the following work is performed without prior written approval of United Asphalts: a) any alterations or repairs to the roof of any magnitude, except of an emergency nature to remedy leakage; b) subsequent work on or through the roof, or c) changes in building usage; d) any unauthorized damaging activity on or to the roof; e) failure to pay a United Asphalts invoice for claim procedures not covered under the warranty.

Claim Procedure:

Roof-X Products, LLC shall have no obligation under this warranty unless Roofing Contractor shall have promptly notified Roof-X Products, LLC in writing to Roof-X Products, LLC by registered or certified mail. Direct all claims to United Asphalts, Inc. 4306 E 60th Ave./P.O. Box 1034; Commerce City, CO 80022, ATTN: Warranty Department. Any claim shall provide a copy of Warranty and detailed information of the leakage and alleged defect. United Asphalts must receive such notice within ten (10) days after discovery of the claimed defect. United Asphalts reserves the right to request retained samples from the roof to be provided at the Roofing Contractors expense and submitted to United Asphalts for analysis in lieu of any site review of Roof-X product materials. Roofing Contractor shall provide United Asphalts, and its agents and employees, free, safe and reasonable access to the roof during regular business hours during the term of the warranty. Roofing Contractor shall be responsible for all costs related to safe and reasonable access to investigate claim. Failure to comply with Claims Procedure will result in voiding of this warranty.

Roof-X Products, LLC good-faith determination of the source of leakage, damage, or alleged defect to the roof shall be exclusive and binding to Roofing Contractor.

Roof-X Products, LLC failure at any time to enforce any of the terms and conditions of this warranty shall not be construed as a waiver of such provisions.

Roof-X Products, LLC reserves the right to discontinue or modify any of its products and shall not be liable to Roofing Contractor as a result of any such discontinuance or modification.

This constitutes your entire express warranty for the products purchased. To the extent permitted by law, all other warranties, whether express or implied, including, but not limited to the implied warranties of **MERCHANTABILITY** and **FITNESS FOR A PARTICULAR PURPOSE** are EXCLUDED. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY. ROOF-X PRODUCTS, LLC WILL NOT PAY OR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR BUSINESS INTERRUPTION LOSS. No implied warranty can be modified by any course of dealing, course of performance or usage of trade. This warranty gives you specific legal rights. NO REPRESENTATION, PROMISE, AFFIRMATION OR STATEMENT BY ANY EMPLOYEE OR AGENT OF ROOF-X PRODUCTS, LLC WILL BE ENFORCEABLE AGAINST ROOF-X PRODUCTS, LLC UNLESS IT IS SPECIFICALLY INCLUDED IN THIS WARRANTY. ROOF-X PRODUCTS, LLC AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THIS WARRANTY. ALL RIGHTS AND DUTIES ARISING UNDER THIS WARRANTY SHALL BE GOVERNED BY COLORADO LAW.

Authorized Signatory – Roof-X Products, LLC Title

Date

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“EXHIBIT A”



WARRANTY HOLDER’S ROOF MAINTENANCE WARRANTY GUIDELINES

MAINTENANCE AND CARE FOR YOUR UNITED ASPHALTS “ROOF-X” PRODUCT

There are various items associated with your coating/roofing product that may **NOT** be covered under the manufacturer’s warranty. Some can have a direct impact on the performance, life cycle and watertight integrity of the in-service product. The Warranty Holder has a responsibility to regularly maintain their roofing system. To help regulate and document activities, it is recommended that a file of records be maintained related to all roof and roof-top associated activities. Such file should contain the original warranty, invoices related to the original roof installation, repair invoices, a log of roof inspections and any roof-top activities such as service to roof top mechanical equipment. United Asphalts recommends the Warranty Holder institute a roof log for all parties accessing the roof, regardless of who or the purpose, that they are required to sign. This can protect the Warranty Holder from: 1) unwanted roof traffic; 2) any damage caused can, many times, be traced back to the responsible party.

Industry organizations such as, Asphalt Roofing Manufactures Association (ARMA), <https://www.asphaltroofing.org/how-to-develop-a-maintenance-program-for-your-commercial-asphalt-roof/> and the National Roofing Contractors Association (NRCA) recommend that roofs have a visual inspection at a minimum rate of two (2) times per year by a qualified party. Such visual inspections are generally recommended in the spring and fall. It is a good practice to have the roofs inspected after severe weather conditions such as: Hail, Strong winds, Blizzards, Ice storms, etc. Proper precautions should be followed during inspections to prevent against trip/fall accidents.

1. Remove roof-top debris, such as; leaves, branches, dirt, rocks, bottles, trash, etc., that has accumulated.
2. Clean gutters, downspouts, drains and scuppers. Make sure water freely flows from the roof. No standing water should remain on the roof surface within 48 hours after the last precipitation.
3. Examine all metal flashing areas for rusting or damage that may have been caused by Traffic, Wind, Hail, Snow, Ice, etc. All damaged, loose, or poorly sealed materials must be repaired.
4. All exposed mastics and sealants regardless of purpose or function, are maintenance items to be maintained and remediated by the Warranty Holder, including pitch pan and metal flashing sealants.
5. Examine all adjacent areas to the roof, parapet walls and adjoining structures. Damage to items such as masonry, failing mortar joints, loose or missing sealants, loose stone/tile caps, loose and improperly sealed counterflashing, etc. often causes leaks that are inadvertently blamed on the roofing system and not provided for by the manufacturer’s warranty. These items need to be repaired by the properly trained personnel to avoid voiding of warranty coverage.
6. When repairing items on the roofing system, associated items, or building structure, be sure to use precaution and properly protect the roofing system from damage.
7. Examine roof-top equipment, such as; air condition units, condensers, exhaust fans, antennas and other roof-top items for damage. Check for leaking oil, damaged flashings or loose parts/equipment that could cause puncture damage to the roofing system. All units shall be checked to assure they are sound, watertight and not be displaced by wind events.
8. Check the building for excessive movement or settlement. Improper placement or omission, or the need for expansion joints, could cause splits or stress in the underlayment/roofing system, drastically reducing the life cycle of the system.

Conditions beyond those noted herein above should be provided to United Asphalts, in writing within 10 days of discovery for recommendations. To avoid interruption and/or cancellation of your warranty coverage, compliance with the above Owner Roof Maintenance Warranty Guideline is recommended.

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