



WARRANTY

Westmoreland Commercial Roofing

Effective Date of Warranty

Expiration Date of Warranty

Contractor Name

Building Owner Name

Address

Address

City, State, Zip Code

City, State, Zip Code

Phone

Phone

This Warranty is limited exclusively to Westmoreland Commercial Roofing. All roofing material shall be referred to herein as the "Product."

Subject to the conditions, exclusion and limitations set forth on all three pages of this Warranty, Westmoreland Commercial Roofing, LLC **EXPRESSLY WARRANTS TO THE BUILDING OWNER LISTED ABOVE THAT** the roof on which the Product is applied will not leak in ordinary weather conditions during the warranty period, due to any defect in the Product manufactured and installation of Roof Systems. This Warranty applies only to the Product applied to the following structure.

This Warranty applies only to the Product applied to the following structure:

Name and address of building or structure ("Structure")

Name

Address

City, State, Zip Code



The Product which is the subject of this Warranty consists of the following:

CONDITIONS OF COVERAGE

A. Right to Inspect. Westmoreland Commercial Roofing, LLC shall have the right during the period of this limited Warranty to inspect the Product as applied and the roof on which the Product is applied, and in the event of any defect covered by this Warranty, to repair and correct the same. In the event Building Owner refuses to allow such inspection or repair, this Warranty shall become immediately null and void and of no further effect.

B. Notice of Claim. Any claim hereunder shall be deemed waived unless Building Owner has given written notice thereof to Contractor, within 30 days following the discovery of circumstances giving rise to a claim.

C. Unauthorized Repairs, Alterations or Use. If Building owner shall, without prior written consent of Westmoreland Commercial Roofing, LLC, make or permit repairs, alterations or additions to the roof which affect the Product, or change the use, function or purpose of the Structure, this Warranty shall become immediately null and void and of no further effect upon the date of commencement of any such unauthorized repairs, alterations or additions or change of use, function or purpose. Westmoreland Commercial Roofing, LLC will respond promptly and reasonably to any written request for consent of repairs, alterations or additions. Any repairs, alterations, or additions will either need to be contracted by Westmoreland Commercial Roofing or will need to be approved by Westmoreland Commercial Roofing. If work to any part of the building or roof (including but not limited to installation of AC units or any other work that may affect the roof or roof curbing will need to be approved and inspected by Westmoreland Commercial Roofing and may be subject to repair or inspection fees.

D. Payment of Contract Price. Failure of Building Owner to pay when due the full contract price for purchase and application of the Product shall immediately render this Warranty null and void and of no further effect.

E. Notice of Excluded Damage. Building Owner agrees to give written notice to Westmoreland Commercial Roofing, LLC within 30 days following the discovery of defect in the Product as applied to the roof, not covered under the Warranty. After receiving such notice, Westmoreland Commercial Roofing, LLC reserves the right to inspect the roof, and require any repairs it deems necessary in order to protect the Product as applied to the roof. Roofing repairs not covered by this Warranty shall be completed within 60 days of notification by Westmoreland Commercial Roofing, LLC of the required repairs. In order for the Warranty to remain in force, the Building Owner shall make these repairs. If the Building Owner fails or refuses to make the needed repairs or provide notification to Westmoreland Commercial Roofing, LLC, the Warranty is null and void and of no further effect as of the expiration of the 60—day designated period.

F. Edge to Edge Warranty. Warranty only covers existing roof done by Westmoreland Commercial Roofing. Existing ridge vents, skylights, parapet walls, interior and/or exterior gutters, outside walls or anything else not included in initial scope of work is excluded from this warranty.

G. The above Warranty is a Transferable Warranty. Provided the building is in good standing and has no previous Warranty claims. EP Roofing & Foam Systems, LLC must be notified 30 days prior to transfer. A\$200.00 transfer fee will be billed.



Exclusions from Coverage

This Warranty does not cover damage to or failure of the Product caused by:

A. Acts of God or natural disasters, including, but not limited to, floods, lightning, hurricanes, hail, windstorms, earthquakes, tornadoes, cyclones, winds of peak gust speed over 43 mph measured 35 feet above ground, and the like.

B. Damage to the roof on which the Product is applied, the Structure or to property or contents caused by fire, settlement, movement, distortion, warping, displacement or other failure of or damage to the Structure.

C. Damage to the Product resulting from movement, cracks or openings in the roof on which the Product is applied or the roof substrate or roof deck.

D. Erection, installation or construction of any additional equipment or items on or through the Product as applied to the roof after the date of application, unless installed in a manner prescribed and accepted by Westmoreland Commercial Roofing, LLC.

E. Roof maintenance by others than Westmoreland Commercial Roofing, LLC for correction of conditions other than leaks.

F. Penetration, vandalism, damage or attack by third parties and foreign object or agents, including animal and plant life.

G. Discoloration or change in visual appearance due to accumulation or streaking of dirt or other airborne material deposited on the surface from the atmosphere.

H. Act of parties other than a Westmoreland Commercial Authorized Roofing Contractor.

I. Infiltration or condensation of moisture though or around walls, copings, building structure or surrounding materials

Some states do not allow for the exclusion or limitation of liability for incidental. This Warranty provides specific legal rights and the customer may also have other rights which may also have other rights which may vary from state to state.

This Warranty shall be interpreted and governed by the laws of the state of Pennsylvania. No action may be maintained to enforce this Warranty unless such claim or dispute is first submitted to mediation before a mutually acceptable mediator.

No individual has authority to make any representation or promises except as stated herein.

Signature Authorized by Westmoreland Commercial Roofing

Building Owner Authorized Signature

Name and Title (print)

Name and Title (print)