

**HYLOAD, INC.  
HIGH PERFORMANCE ROOF SYSTEMS  
10 YEAR COMMERCIAL LIMITED WARRANTY**

**HYLOAD, INC.**, 5020 Enterprise Parkway, Seville, OH 44273 (the "Company"), warrants to the owner named below ("Owner") that for a period of 10 years, subject to the Terms, Conditions and Limitations set forth below, the Hyload Roofing Membrane (the "Membrane") supplied to Owner for use on the commercial building project described below, will not leak and cause water infiltration into said building as a result of any defect in the design or manufacture of the Membrane.

**TERMS, CONDITIONS & LIMITATIONS**

1. This warranty shall not become effective nor will the Company have any obligation under this warranty until all bills for materials and services related to this installation are paid in full. Before using the Company's products, Owner must independently verify that the Company's products meet the Owner's requirements and are suitable for the Owner's use.
2. This warranty shall only apply where the Membrane is installed and maintained in accordance with all procedures, instructions and specifications as prescribed by the Company. This warranty shall become null and void if the following work is performed without the prior written approval of the Company: (a) any alterations or repairs to the roof, except emergency leak repairs made in a manner compatible with the Membrane (written notice of the emergency repair must be provided to the Company within 10 days); (b) subsequent work at or through the Membrane; or (c) changes in building usage resulting in damage to the Membrane.
3. Project specifications must meet minimum specification HYBS0001.01 (labeled designator). Copies of the specifications and any amendments thereto are to be kept in the Company's and the Company's representative's offices. All amendments to the specifications must be submitted to the Company in writing, approved by an authorized representative of the Company, and released by the Company with a new and amended labeled designator.
4. The Company shall have no obligations under this warranty unless Owner retains an independent roofing consultant or other qualified individual to ensure that the Membrane is installed in accordance with the procedures, instructions, and specifications as prescribed by the Company.
5. Throughout the term of this warranty, the Company and its representatives shall be given free access to the roof of the commercial building described herein during regular business hours.
6. IF AFTER INSPECTION BY THE COMPANY, LEAKS IN THE MEMBRANE WHICH CAUSE WATER INFILTRATION INTO THE BUILDING ARE FOUND TO BE THE RESULT OF DEFECTS IN THE DESIGN OR MANUFACTURE OF THE MEMBRANE, THE COMPANY WILL, AT ITS OPTION, EFFECT THE REPAIR OF SUCH LEAKS OR FURNISH OWNER WITH SUFFICIENT MEMBRANE TO REPLACE THAT PORTION OF THE MEMBRANE WHICH IS DEFECTIVE AND WHICH CAUSED SUCH LEAKS. IT SHALL BE AT THE COMPANY'S SOLE DISCRETION WHETHER TO REPAIR OR REPLACE THE DEFECTIVE MEMBRANE. HOWEVER, IN NO EVENT SHALL THE COMPANY'S OBLIGATION OVER THE LIFETIME OF THE WARRANTY EXCEED THE RETAIL PRICE OF THE COMPANY'S PRODUCTS USED IN THE ORIGINAL INSTALLATION OF THE MEMBRANE. AS A CONDITION PRECEDENT TO THE COMPANY'S REPAIR OR REPLACEMENT, OWNER SHALL AT ITS SOLE COST REMOVE AND/OR EXCAVATE ALL MATERIALS, SOILS, EQUIPMENT, PAVERS AND ANY OTHER OVERBURDEN FROM THE AFFECTED AREAS OF THE MEMBRANE.
7. Owner shall provide immediate notification by telephone to the Company upon the discovery of any leak in the Membrane and written confirmation of such leak within 15 days thereafter. Failure to comply with this notice requirement shall constitute a material breach of the warranty.
8. In the event repairs are required which are not covered by this warranty, the Company will advise Owner of such repairs to be made at Owner's expense. If the required repairs are promptly made by Owner, this warranty shall remain in effect for the unexpired portion of its original term. If Owner does not make required repairs promptly (within 30 days), this warranty shall automatically terminate without further notice by the Company.
9. THIS WARRANTY SHALL NOT BE APPLICABLE TO NOR SHALL THE COMPANY BE RESPONSIBLE FOR LEAKS OR DAMAGE CAUSED IN WHOLE OR IN PART BY: ACTS OF GOD, INCLUDING BUT NOT LIMITED TO, LIGHTNING, HURRICANES, TORNADOES, OR EARTHQUAKES; VANDALISM, CIVIL DISOBEDIENCE OR ACTS OF WAR; SETTLING, WARPING, MOVEMENT, DEFECTIVE CONDITION, CORROSION OR OTHER FAILURE OF THE STRUCTURE OR SUBSTRATE TO WHICH THE MEMBRANE IS ATTACHED; ANY CHEMICAL CONTAMINANTS POTENTIALLY INJURIOUS TO THE MEMBRANE THAT HAVE NOT BEEN SPECIFICALLY APPROVED BY THE COMPANY VIA THE WARRANTY REQUEST FORM; FAILURE BY OWNER OR ANY LESSEE TO USE REASONABLE CARE IN MAINTAINING THE MEMBRANE; TRAFFIC OR STORAGE OF MATERIALS ON THE ROOF; INFILTRATION OR CONDENSATION OF MOISTURE IN, THROUGH, AROUND OR ABOVE THE ANY PORTION OF THE BUILDING NOT COVERED BY THE MEMBRANE; ACTS OF NEGLIGENCE OR MISUSE BY OWNER OR ANY OTHER PARTY; DEFECTIVE INSTALLATION OR FAILURE OF ANY MATERIAL OR

COMPONENT NOT FURNISHED BY THE COMPANY; DESIGN CHARACTERISTICS OF THE BUILDING, INCLUDING THE INABILITY OF THE BUILDING TO WITHSTAND LOADS IMPOSED ON THE BUILDING FROM ANY SOURCE; DISTORTION, EXPANSION OR CONTRACTION OF ANY WORK OR FLASHING OTHER THAN THAT INCLUDED AS PART OF THE MEMBRANE SYSTEM; AND IMPROPER OR FAULTY WORKMANSHIP ON THE PART OF THE CONTRACTOR.

10. TERM OF WARRANTY. This warranty is valid for 10 years beginning on the date installation is completed as indicated hereon.
11. This warranty is not assignable; it applies only to the original building owner named below.
12. IT IS UNDERSTOOD AND AGREED THAT THE REMEDY SET FORTH HEREIN IS OWNERS' SOLE AND EXCLUSIVE REMEDY SO THAT THE COMPANY'S REPAIR OF LEAKS CONSTITUTES FULFILLMENT OF ALL ITS OBLIGATIONS. IN NO EVENT SHALL THE COMPANY BE LIABLE (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO UNDERLYING COMPONENTS, DAMAGE TO THE BUILDING OR ITS CONTENTS, LOST PROFITS OR OTHER ECONOMIC LOSSES, OR PUNITIVE DAMAGES.

**DISCLAIMER**

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

<u>AREA DESIGNATION</u>		
<u>BUILDING NAME</u>		
<u>BUILDING ADDRESS</u>		
<u>OWNER'S NAME</u>		
<u>OWNER'S ADDRESS</u>		
<u>ROOFING CONTRACTOR'S NAME</u>		
<u>ROOFING CONTRACTOR'S ADDRESS</u>		
<u>COMPLETION DATE</u>	<u>SQUARE FEET</u>	<u>PRODUCT</u>

Owner agrees to accept this warranty as part of its purchase of the Hyload Roofing Membrane. This warranty shall be governed by the laws of the State of Ohio, excluding principles of conflicts of law. The parties agree that all actions arising under this warranty shall be brought in the Court of Common Pleas for Medina County, Ohio.

HYLOAD, INC.

<u>BY</u>
<u>TITLE</u>
<u>DATE</u>

HYLOAD, INC.  
5020 Enterprise Parkway  
Seville, Ohio 44273  
(800) 457-4056