



JULY 2017

**SILVER LINING PURE POLYUREA  
FIFTEEN YEAR WARRANTY**

SECTION# 2703DD

WARRANTY CODE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

BUILDING ADDRESS: \_\_\_\_\_

BUILDING OWNER: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

DATE OF SUBSTANTIAL COMPLETION: \_\_\_\_\_ DATE OF ACCEPTANCE: \_\_\_\_\_

**OAK RIDGE FOAM AND COATING SYSTEMS, INC. WARRANTS** TO THE BUILDING OWNER (OWNER) OF THE ABOVE REFERENCED BUILDING THAT, SUBJECT TO THE TERMS, CONDITIONS AND LIMITATION STATED IN THIS WARRANTY, OAK RIDGE'S APPLICATOR CONTRACTS WILL REPAIR ANY LEAK IN THE OAK RIDGE ROOFING SYSTEM INSTALLED BY OAK RIDGE'S AUTHORIZED APPLICATOR FOR THE WARRANTY PERIOD COMMENCING WITH THE DATE OF OAK RIDGE'S ACCEPTANCE OR THE OAK RIDGE ROOFING INSTALLATION. HOWEVER, IN NO EVENT SHALL OAK RIDGE'S OBLIGATIONS UNDER THIS WARRANTY CONINUE SHOULD OWNER DECIDE NOT TO PERFORM MAINTENANCE REQUIRED IN PAPGRAPHS 11 AND/OR 12 BELOW. SEE BELOW FOR EXACT WARRANTY TERMS, CONDITIONS AND LIMITATIONS OF THIS WARRANTY.

**TERMS, CONDITIONS, LIMITATIONS**

1. Owner shall provide Oak Ridge with written notice within thirty days of the discovery of any leak in the installed Oak Ridge roofing system. Owner should send written notice of a roof leak to the warranty service department at the address set forth on the bottom of this document. By so notifying Oak Ridge, the owner authorizes Oak Ridge of its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this warranty, investigation and repair costs for this service shall be paid by the owner.
2. If, upon inspection, Oak Ridge determines that the leak is caused by defects in Oak Ridge roofing system's materials or workmanship of Oak Ridge's authorized roofing applicator in installing same, owner's remedies and Oak Ridge's liability shall be limited to Oak Ridge's repair of the leak.
3. This warranty shall not be applicable if, upon Oak Ridge's inspection Oak Ridge determines that any of the following occurred:
  - a. The Oak Ridge Roofing System is damaged by natural disasters including, but not limited to lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes and winds or peak gust speeds of 55 mph or higher measured at 10 meters above ground elevation.
  - b. the Oak Ridge Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience or the like.
  - c. Acids, oils, harmful chemicals and the like coming in contact with the Oak Ridge Roofing System and causes a leak, or otherwise damage the OAK RIDGE ROOFING SYSTEM.
4. This warranty shall be null and void if any of the following occur:
  - a. I, after installation of Oak Ridge's system per Oak Ridge's supplied specification, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures or utilities are placed upon or attached to the roof without first obtaining written authorization from Oak Ridge, or
  - b. Failure by the owner to use reasonable care in maintaining the roof, said maintenance to include, but not limited to, those items listed on Oak Ridge Care & Maintenance information sheet which accompanies this warranty.
5. Only Oak Ridge brand insulation products are covered by this warranty. Oak Ridge specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Oak Ridge brand insulation products.

6. During the term of this warranty, Oak Ridge shall have free access to the roof during regular business hours.
7. Oak Ridge shall have no obligation under this warranty while any bills of installation, supplies and service, inspection and warranty charges have not been paid in full to the authorized roofing applicator, Oak ridge or recommended suppliers.
8. Oak Ridge's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
9. Oak Ridge shall not be responsible for the cleanliness or discoloration of the Oak Ridge Roofing System caused by environmental conditions including but not limited to dirt, pollutants or biological agents.
10. This warranty is not assignable by operation of law or otherwise. Application may be made by a new building owner for re-issuance of the warranty during the original warranty period. Certain procedures, including an inspection of the roofing system by an Oak Ridge representative and fees will apply to any re-issuance. Oak Ridge reserves the right in its sole discretion, to refuse the re-issue this warranty.
11. Every twelve months from Date of Substantial completion, Owner will meet with an Authorized applicator at the project site, for the purpose of conducting a full inspection at Owner's expense. Any damage or deterioration o=to any Oak /ridge component of the Roofing System not covered by this warrant must be repaired at owner's expense. Any routine maintenance, including but not limited to, cleaning of drains or removal of debris from roof shall be done at owner's expense. All findings must be recorded on the Oak /ridge Warranty inspection form and will be forwarded to Oak Ridge for file.
12. Every five years from date of substantial completion, owner will have Oak Ridge's authorized applicator make such repairs as may be necessary to bring the roof system into original Oak Ridge Warranty compliance including, but not limited to, recoating with Oak Ridge's products at owner's expense.
13. Owner's option: should owner decide not to perform maintenance required n paragraphs 11 and /or 12 above, Oak /ridge's obligation under the terms of this agreement shall end the seventy year from date of substantial completion.

OAK RIDGE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION, WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF OR DLAMAGES SUSTAINED BY OR CAUSE BY PRODUCTS NOT FURNISHED BY OAK RIDGE.

THE REMEDIES STATED HERIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE OAK RIDGE ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IDMPIED INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND METCHANTABILITY WHICH EXTEN BEYOND THE FACE HEROF. OAK RIDGE IS NOT TO BE HELD LIABLE FOR AN INCIDENTAL CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY: JED STELLMACHER

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: WARRANTY MANAGER