

CONTINENTAL MATERIALS, INC

APP MODIFIED BITUMEN MEMBRANE LIMITED MATERIALS WARRANTY

Square Footage _____ Warranty No. _____

Building Owner: _____

Building Identification: _____

Building Address: _____

Warranty Period of: _____ Years, Beginning On: _____

Roofing Contractor: _____

Roofing Contractor

Address: _____

Phone Number: _____

WARRANTY PERIOD

For the warranty period indicated above, Continental Materials, Inc. (CMI), warrants to the Building Owner ("Owner") above that CMI will, subject to the Terms, Conditions and Limitations, set forth below, repair any leak caused by weathering of the CMI All-Weather APP Modified Bitumen Roofing Membrane ("Membrane") as a result of ordinary exposure to the elements or any manufacturing defect in the Membrane. CMI's maximum liability during the first year of this warranty is the original cost of the CMI materials only. After the first year, CMI's maximum liability is the original costs of the CMI materials used on the roof reduced by 10% for 10 year warranties (smooth surfaced APP), 8% for 12 year warranties (granulated APP product and smooth APP product with a protective coating) during each subsequent year, less any costs previously incurred by CMI for repair or replacement.

TERMS, CONDITIONS, LIMITATIONS, AND DEFINITIONS

1. The Membrane is limited to mean the CMI brand membrane when installed in accordance with CMI Installation Instructions/Specifications.
2. In the event any leak should occur in the membrane caused by a manufacturing defect or deterioration caused by ordinary wear and tear: (a) The owner must give written notice to CMI within thirty (30) days of any occurrence of a leak. By so notifying CMI, the owner authorizes CMI or its designee to investigate the cause of the leak; (b) If upon investigation, CMI determines that the leak is caused by deterioration in the membrane as a result of ordinary exposure to the elements, the Owner's sole and exclusive remedy and CMI liability shall be limited to the repair of the leak; (c) Should the investigation reveal that the leak is caused by something other than causes set forth in 2(b) above, investigation costs shall be paid by the Owner. Failure by the owner to pay for these costs shall render this Modified Bitumen Membrane Limited Warranty ("Limited Warranty") null and void. If the cause of the leak is determined by CMI to be outside the scope of this Limited Warranty, CMI shall advise the owner of the type and /or extent of repair required to be made at the owner's expense which, if the owner's property makes repairs, will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the owner to make these repairs in a reasonable manner and within a reasonable time shall render this Limited Warranty null and void. An annual inspection report must be supplied to CMI for file and an endorsed copy of the warranty submitted to CMI must accompany any claim under this warranty.
3. CMI shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) unusual weather or natural disasters, including, but not limited to, windstorms, hurricanes, tornados, hail, lightning, earthquakes, atomic radiation, insects, or animals; (b) any act(s), conduct or omission(s) by any person, or act(s) of war, which damages the system or which impairs the membrane's ability to resist leaks; (c) failure by the owner to use reasonable care in maintaining the membrane, said maintenance to include, but not limited to those items listed on the "Care and Maintenance Guidelines" as part of this Limited Warranty (d) deterioration or failure of building components, including, but not limited to, movement or cracking of the roof deck or building, walls, mortar, HVAC units, etc; condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials; (f) any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the membrane, which damages the membrane, or which impairs the membrane's ability to resist leaks; (g) alterations or repairs to the membrane not approved in writing by CMI; (h) The architecture, engineering, construction or design of the roof, roofing system is appropriate; (i) a change in building use or purpose; (j) failure to give proper notice as set forth in paragraph 1(a) above; (k) for any asphaltic roofing system, conditions that prevent positive drainage or areas of roof which pond water.
4. During the term of this Limited Warranty, CMI, its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, owner shall reimburse CMI for all reasonable costs incurred during inspection and/or repair of the membrane which are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstructure or overlays, either permanent or temporary, as necessary to expose the surface of the membrane for inspection and/or repair.
5. CMI's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
6. This limited warranty is NOT TRANSFERABLE OR ASSIGNABLE by contract or operation of law, either directly or indirectly.
7. This Limited Warranty does not cover flashings, seams, adhesives, sealants, coatings or workmanship.

CMI DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT IT HAS NOT FURNISHED. CMI SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CMI THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST CMI, AND CMI SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF CMI. NO OTHER PERSON HAS ANY AUTHORITY TO BIND CMI WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

CONTINENTAL MATERIALS, INC
1614 Old York Road
Abington, PA 19001
Fax: 215-887-4485

By: _____

Authorized Signature: _____

Title: _____

What to do if a leak does occur?

1. Building Owner must notify CMI Warranty Services immediately upon discovery of the leak and in no event later than 30 days after discovery of the leak.
2. In response to this notice, CMI will arrange to inspect the Roofing System, and
 - a) If the leaks are responsibility of CMI under this Warranty (see Limitations and Exclusions above), CMI will take will take prompt appropriate action to return the Roofing System to a watertight condition or,
 - b) If the leaks are not the responsibility of CMI under this Warranty, advise the building owner within a reasonable time of the minimum repairs that CMI believes are required to return the Roofing System to a watertight condition. If the building owner, at his expense, promptly makes such repairs to the Roofing System this Warranty will remain in effect for the unexpired portion of its Term. Failure to make these repairs in a timely and reasonable fashion will void any further obligation of CMI under this Warranty as to the damaged portion of the Roofing System.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building or its contents, then Building Owner may make essential temporary repairs. CMI will reimburse Building Owner for those repair expenses that would have been the responsibility of CMI under the Warranty.

REQUIRED MAINTENANCE PROGRAM (for CMI Modified Bitumen Limited Product Warranty)

In order to continue the coverage of this Warranty the following maintenance program must be implemented. There are a number of items not covered by this Warranty that are the responsibility of the owner. In order to ensure that your new roof membrane will continue to perform its function, you must examine and maintain these items on a regular basis:

- Maintain a file for your record on this roof, including this Warranty, invoices, and subsequent logs of all inspections performed and repairs that are made to the roof. Inspection reports must be made available to CMI on request or the material warranty will be voided, and an annual inspection report must be supplied to CMI for file.
- Inspect your roof at least semiannually. This is best done in the spring, after the roof has been exposed to the harsh winter conditions, and, in the fall after a long hot summer. It is also a good idea to examine the roof for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Always remember that care must be taken to prevent falling accidents.

When checking the roof:

- Remove any debris such as leaves, small branches, dirt, rocks, etc, that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the roof. Positive drainage is essential.
- Examine all metal flashings and valleys for rust and damage that may have been caused by wind or traffic on the roof and make certain they are well attached and sealed. Any damaged, loose, or poorly sealed materials must be repaired by an Approved Roofing Contractor.
- Examine the areas that adjoin the roof. Damaged masonry, poorly mounted counter-flashings, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired if found to be defective.
- Examine the edges of the roof. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by an Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the roof.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your roofing system.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

Protecting your roof top investment:

- Avoid unnecessary roof top traffic
- If you allow equipment servicemen to go onto the roof, advise them to be careful. Dropped tools, heavy equipment, etc, can damage the membrane. Log all such trips to the roof.
- Do not allow service personnel to make penetrations into the roof; these are to be made only by a professional roofing contractor.

All the terms and conditions of this Warranty shall be construed under the internal law of the state of New Jersey without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect. This form is not to be copied or reproduced in any manner. This Warranty is valid only in the United States of America.

Product Services at: 1-800-247-6637.