



TOP Roofing Workmanship Warranty

TOP Roofing INC., warrants to the building owner (“named below”), subject to the terms, conditions, and limitations set forth herein, that for the period of five years from the date this TOP Roofing Warranty is issued, TOP Roofing will repair any leak in the Roofing System installed by a TOP Roofing Authorized Contractor at the address shown below. This warranty is valid only for the roofing system when used in accordance with TOP Roofing’s published written technical specifications.

TERMS, CONDITIONS AND LIMITATIONS

1. Installation of the System must be by an authorized roofing contractor.
2. During the term of this warranty, TOP Roofing shall have access to the roof for inspection during normal business hours.
3. The owner shall obtain TOP Roofing’s written approval before making any alterations of the roof or installing any structures, fixtures, or utilities on or through the roof.
4. The owner shall provide TOP Roofing with written notice of any leak in the roof and of any claim under this warranty within thirty (30) days of the discovery of the leak. Such notice shall be given by certified mail to TOP Roofing Systems INC. 400 W. Lake St. Suite 302B Roselle, IL – 60172 USA. If TOP Roofing’s investigation of any claim under this warranty reveals that TOP Roofing is not responsible under the terms of this warranty for the claim, the owner shall promptly reimburse the investigation and repair costs incurred by TOP Roofing.
5. If there is a leak during the period in which this warranty is in effect caused by a defect in TOP Roofing brand materials or workmanship within the scope of this warranty, TOP Roofing will repair the leak.
6. The remedy stated herein is the **SOLE AND EXCLUSIVE REMEDY** for failure of the System. TOP ROOFING SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR INCIDENTAL CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO INJURY TO ANY PERSON OR DAMAGES TO THE BUILDING OR THE CONTENTS OF THE BUILDING. INCLUDING ANY SUCH DAMAGES RELATING TO THE PRESENCE OF MOLD, MILDEW OR ANY OTHER PATHOGENIC MICROBE.
7. THERE ARE NO EXPRESS WARRANTIES EXCEPT AS STATED HEREIN, AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. NO REPRESENTATIVE HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED HEREIN.
8. This warranty shall not be applicable to damage or loss caused in whole or in part by:
 - a. natural disasters, including but not limited to lightning, wind gusts in excess of 54 mph, hail, hurricanes, or similar natural disasters;
 - b. vandalism, acts of war, or civil disturbances;
 - c. alteration of the roof or installation of structures, fixtures or utilities on or through the roof without the prior written approval of TOP Roofing;
 - d. environmental fallout or overexposure to commercial/industrial solvents, acids, caustic fluids, oils, waxes, greases, absorbent clays, bleaches, plasticizers or other harmful chemicals;
 - e. failure by the owner or lessee to use reasonable care in maintaining the roof, including but not limited to the requirements identified on the reverse side of this warranty;
 - f. traffic or storage of materials not specifically accepted in writing by the TOP Roofing Technical Department;
 - g. infiltration or condensation of moisture in, through, around or above the walls of the building, or damage caused by lack of positive drainage (ponded water)
 - h. acts of parties other than TOP Roofing or the roofing contractor named below;
 - i. failure of any materials not specifically accepted in writing by the TOP Roofing Technical Department;
 - j. insects or animals;
 - k. deterioration or failure of any building component including, but not limited to, the roof substrate, walls or mortar; or
 - l. errors or omissions by architects or engineers not retained by TOP Roofing.
9. TOP Roofing reserves the right to suspend its obligations under this warranty if (a) all bills for installation of the TOP Roofing have not been paid in full to the roofing contractor named below and to the material suppliers; (b) the minimum maintenance fee has not been paid to TOP Roofing; or (c) Owner fails to reimburse TOP Roofing for claim investigation costs as provided in paragraph 4 above. Notwithstanding the foregoing, the provisions of paragraph 6 and 7 shall remain in full force and effect.
10. This warranty may not be transferred upon change of ownership of the building shown below unless the Owner (a) notifies TOP Roofing in writing of its proposed change at least 45 days prior to the change; (b) pays TOP Roofing the warranty transfer fee which was in effect on the date this warranty was issued and (c) completes all repairs required by TOP Roofing in order to correct failures to comply with Owner’s obligations under this warranty.
11. Any claim or dispute between Owner and TOP Roofing arising out of this warranty or relating to any material supplied or specifically required by TOP Roofing shall be resolved by final and binding arbitration in accordance with the rules of the American Arbitration Association. Owner hereby releases TOP Roofing from all liability to Owner’s insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

TOP Roofing (representative):

Client:

Material/System:

Location:

Date effective:

TOP ROOFING SYSTEMS, LLC MAINTENANCE & CARE REQUIREMENTS

We are pleased that you have selected a warranted TOP Roofing installation for your building. In order to keep the warranty in full force and in effect, you will need to fulfill the requirements set forth below:

REQUIREMENTS:

A. REGULAR MAINTENANCE

1. The roof should be inspected by an approved TOP Roofing Systems contractor at least twice a year (in the spring and fall) and after any severe storm (subject to minimum service charge). Maintenance procedures must be recorded as they are performed along with a log of all people accessing the roof.
2. All counter-flashing, metal work, equipment curb and supports, pitch pockets, caulking, grease guards, traps, secondary sheets, walk pads, and any other rooftop accessories functioning in conjunction with the membrane roofing system are to be properly maintained at all times. If a secondary (sacrificial) sheet is used to protect an area around a stack or vent, it should be inspected and replaced if deterioration should occur. Walk pads are to be maintained by the building owner and are not covered by this warranty.
3. Ponded water (defined as water standing on the roof for more than forty-eight (48) hours) should not be allowed on the roof. Roofs should have slope to drain and all drain areas must remain clean in order to function properly. Remove all debris from the roof since debris on the roof surface may be swept into drains by rains.
4. Materials should not be stored on the roof. The building owner should remove broken bottles, metal, etc., and immediately report any damage or vandalism to the roof. Contact TOP Roofing in writing for approval if additional equipment is to be installed, e.g. HVAC units, Antennas, Roof Top Camera, etc.
5. Regular cleaning must be done in areas where potentially harmful contaminants may accumulate, e.g., oil, grease, Freon, acids, solvents. Periodic cleaning of white or colored roof membranes may be necessary to maintain the membrane's reflective properties and aesthetic appearance. Contact the TOP Roofing Technical Department for additional preventative maintenance. **Note:** Roof damage due to exposure to certain chemicals and/or contaminants is excluded from warranty coverage.
6. If there will be regular foot traffic on the roof for any reason, contact an approved TOP Roofing Systems contractor for the installation of protective walkways.

B. SHOULD YOU HAVE A LEAK:

1. Contact TOP Roofing Systems at (630) 677-8413 or at 400 W. Lake St. Suite 302C Roselle, IL 60172.
2. Determine the cause of the leak. It may be the result of a clogged drain, broken pipes, loose counter-flashing, broken skylights, open grills or vents. Failure to determine the cause may result in a service charge fee.
3. Note conditions resulting in leakage. Heavy or light rain, wind direction, temperature, and time of day that the leak occurs are all important clues to tracing roof leaks. Note whether the leak stops shortly after each rain or continues to drip until the roof is dry. By being prepared with the facts, the diagnosis and repair of the leak can proceed more rapidly.
4. All leaks must be reported to TOP Roofing Systems in writing within thirty (30) days.
5. If necessary, make temporary repairs with edge caulk or a butyl base caulking. Never use roof cement or petroleum base products.
6. Permanent repairs to the roofing system must be made by an approved TOP Roofing Systems contractor using approved products.
7. It is the owner's responsibility to provide access to the roofing membrane surface by removing or moving rooftop equipment, pavers, severely ponded water, snow or any materials that prevent complete investigation and repair of the roof system.

C. SHOULD YOU WANT TO MAKE ADDITIONS OR ALTERATIONS TO THE ROOF SYSTEM:

1. Contact TOP Roofing Systems in writing for approval before making alterations on, adjacent to, or through the roof system, or when changing the interior use of the building.

D. INSPECTION PAYMENT:

1. The client will be responsible for a minimum service charge for the bi-annual maintenance inspection. The service charge amount must be disclosed to the client prior to any inspection.

RECOMMENDATIONS TOP Roofing supports and recommends following the guidelines for good roofing practices found in the *Manual of Roof Inspection, Maintenance and Emergency Repair for Existing Single-Ply Roofing Systems* published by the Single Ply Roofing Institute (SPRI).