

Owner: _____	Applicator: _____
Owner Address: _____	Applicator's Address: _____
Owner Phone: _____	Applicator's Phone: _____
Description of Building Use: _____	Number of Squares: _____
Building Address: _____	Roof Completion Date: _____
SRS Product(s) Used: _____	Warranty Expiration Date: _____

## **COVERAGE**

SRS Distribution (SRS)/CertainTeed LLC (CT) warrants to the original building owner (Owner) that the Product described above, will remain free of manufacturing defects until the Warranty Expiration Date.

Should the product prove to be defective in its manufacture during the Warranty Period, SRS/CT shall, during the first year and at its sole discretion, provide the appropriate replacement materials or refund the original cost of the Product determined by SRS/CT to be defective. After the first year, SRS/CT's maximum liability is the original cost of the Product used on the roof reduced by 8.3% for 12-year warranties and 10% for 10-year warranties during each subsequent year, less any costs previously incurred by SRS/CT for replacement.

**Note: The Owner is responsible to repair leaks promptly to avoid water damage, including mold growth.**

## **EXCLUSIONS FROM COVERAGE**

This Limited Warranty does not cover leaks, damages, or injuries of any type, including, but not limited to, damage to roof insulation/cover boards, roof decks, roof membrane, or other bases over which Product is applied and attributable directly or indirectly to any of the following:

1. Natural disasters such as falling objects, cyclones, hurricanes, tornadoes, or other winds or gusts exceeding 38 mph, earthquakes, lightning, hail, or fire;
2. Misuse, abuse, falling objects, tools, foot traffic, or equipment or sign installation;
3. Clogged drains or lack of adequate drainage that does not promptly and readily remove water from the roof;
4. Ponding water (as defined by the National Roofing Contractors Association);
5. Settlement, cracking, warping, expansion, contraction, deflection, or other movement of the building structure;
6. Improper installation of Product;
7. Mold and other damage caused by water entering building;
8. Any other damage not attributable to a manufacturing defect of the Product; and
9. Failure to maintain the Product as required under the Commercial Roof Maintenance Program.

This Limited Warranty does not cover damages caused by leaks. This Limited Warranty applies to material only and does not include installation or labor costs of any kind. The existing roof deck has not been inspected by SRS/CT and is NOT part of this Limited Warranty.

## **ROOF MAINTENANCE**

This Limited Warranty is not a maintenance agreement or an insurance policy. Routine inspections and maintenance of the roof system must be completed by the Owner on a regular basis and are the Owner's responsibility. Inspections by Owner shall take place at least on a semi-annual basis and shall be documented. Periodic inspections are the Owner's responsibility and shall include such things as making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains, and removing standing water. Lack of regular maintenance shall void this Limited Warranty.

## **UNAPPROVED REPAIRS, ALTERATIONS, ADDITIONS, OR DELETIONS**

All repairs, alterations, additions, or deletions to any aspect of the roof that affects the Product or any material contiguous thereto must have prior written approval of SRS/CT Roofing's Warranty & Technical Services Department, 7440 S Hwy 121, McKinney, TX 75070, 855-569-1550.

If Owner, without prior written consent of SRS/CT, makes or permits any repairs, alterations, additions, or deletions to the roof that affect the Product, all of SRS/CT's obligations, duties, and coverage under this Limited Warranty will terminate and the Limited Warranty will be voided.

## **NOTICE OF CLAIMS**

Any claim or request for SRS/CT to perform under this Limited Warranty must be made by Owner in writing to CertainTeed LLC (RE: SRS Top Shield Claim), Roofing Warranty & Technical Services Department, 20 Moores Road, Malvern, PA 19355, by email to [rpg.t.services@saint-gobain.com](mailto:rpg.t.services@saint-gobain.com), or by visiting [www.ctroof.com](http://www.ctroof.com) within thirty (30) days of discovery of the defect, and Owner must send proof of purchase and samples that demonstrate the alleged manufacturing defect to SRS/CT's Technical Services Department. This notice of claim must include a general description

(Cont'd. on page 2)

(Cont'd. from page 1)

of the alleged defect as well as photographs. Owner shall grant access to the entire roofing system as necessary for SRS/CT to investigate the claim. If access is not granted, SRS/CT shall have the right to determine, at its sole discretion, that this Limited Warranty is void as to that portion of the roof to which access is denied. Contract or invoice from roofer for service, product, or work completed does not constitute Proof of Purchase of products manufactured by CT for SRS. Original Proof of Purchase is required and best obtained from the place of purchase. Copies are not acceptable. Failure to notify SRS/CT within thirty (30) days shall relieve SRS/CT of any obligation under this Limited Warranty. Notice of claim to your contractor does not constitute notice to SRS/CT.

**NOTE: In the event an emergency condition exists which requires immediate repair to avoid damage to the building or its contents, Owner may make essential temporary repairs performed by a qualified roofer. SRS/CT will only reimburse Owner for essential temporary repair expenses of Product that would have been covered under this Limited Warranty, excluding labor costs.**

## **TRANSFERABILITY**

This Limited Warranty may be transferred to one subsequent owner only if SRS/CT Roofing's Warranty & Technical Services Department is notified at the above listed address within thirty (30) days of real estate title transfer. If it is determined, at SRS/CT's sole discretion, that the roof is in a state of poor maintenance or in disrepair, SRS/CT reserves the right to reject the transfer and void this Limited Warranty.

## **EXCLUSIVE WARRANTY AND LIMITATIONS OF REMEDIES**

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY SRS AND CT. THE WARRANTY AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, OR IMPLIED BY STATUTE AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SRS AND CT'S OBLIGATIONS, RESPONSIBILITIES, AND LIABILITY SHALL BE LIMITED TO PROVIDING REPLACEMENT PRODUCT OR REFUNDING THE ORIGINAL COST OF THE DEFECTIVE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL SRS AND/OR CT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS THAT MAY OCCUR AS A RESULT OF THE USE OF SRS/CT PRODUCTS OR AS A RESULT OF A BREACH OF THIS WARRANTY. IF YOUR STATE OR JURISDICTION DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL SRS AND/OR CT'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT COVERED UNDER THIS LIMITED WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT TO THE OWNER OF THE PRODUCT THAT WAS ORIGINALLY INSTALLED. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

## **MODIFICATIONS TO THE LIMITED WARRANTY**

Except as noted herein, this Limited Warranty may not be modified, altered, or expanded by anyone, including product distributors, dealers, sellers, installers, contractors, and/or SRS/CT field representatives. Issuance of this Limited Warranty or review or inspection of plans, the building, or product application by a SRS and/or CT representative does not waive any exclusions or conditions of this Limited Warranty. Application of the Product materials that deviates from SRS/CT's Commercial Roof Systems Specifications manual voids coverage, unless prior written approval is provided by SRS/CT Roofing's Warranty & Technical Services Department.

## **INSPECTION**

SRS/CT does not practice engineering or architecture. Roof inspections made by SRS/CT or an authorized agent of SRS/CT or issuance of this Limited Warranty does not constitute an approval of the roof, roof design plans or specifications, or construction or installation of the roof. Roof designs, construction plans, or installation of the roof system should be approved by the Owner or the Owner's professional. Any roof inspections performed by SRS/CT representatives are solely for the benefit of SRS/CT and do not constitute approval, representation, or warranty that the roof meets building code requirements.

## **WARRANTY CHART**

PRODUCT	WARRANTY PERIOD IN YEARS
TopShield <sup>®</sup> PRO APP-S	10
TopShield <sup>®</sup> PRO APP-G	12
TopShield <sup>®</sup> PRO SA Cap	12

This Limited Warranty applies to product installed in: **2023**