

## Full System Limited Warranty BASF Silicone / Polyurethane Foam Roof System

### 1. BASF Obligations

- a. BASF Corporation (BASF) expressly warrants to the Owner that the BASF Polyurethane Roof System which consists of BASF Silicone Coating, BASF Polyurethane Foam and granules if applicable (the "System"), applied to the structure described above will remain free of water leaks which are due to deterioration of any component of the System resulting from ordinary weathering or improper workmanship in its installation.
- b. The Warranty period shall be \_\_\_\_\_ years from the date of completion.
- c. BASF will, at no expense to the building owner, repair the Silicone Coating and/or the Polyurethane Foam to correct water leaks which are due to deterioration of the System, improper workmanship, or defects in the System components, during the time of the Warranty period.

### 2. Exclusions and Limitations

- a. BASF shall not be liable for any damage caused by the substrate (i.e. anything under the polyurethane foam), the structure itself, any other roofing components (i.e. flashings, copings, etc.), the contents of the structure, or for consequential or incidental damage, whether in contract or in tort including negligence. BASF shall not be liable for and Owner expressly waives any claims against BASF for such direct, indirect, or consequential damages.
- b. BASF shall not be liable for discoloration or change in visual appearance due to accumulation or streaking or dirt or other airborne materials deposited on the roof surface from the atmosphere.
- c. BASF shall not be liable for damage or failure of the BASF Roof System, occurring after the completion date, caused by or due to:
  - 1. Lightning, earthquakes, hurricane, tornado, hail, fire, or other acts of God.
  - 2. Settlement, movement, deflection, warpage, distortion, displacement, or any other failure of the structure.
  - 3. Cracks, breaks, or openings in the substrate to which the BASF Roof System was applied.
  - 4. Surface alterations, additions, objects placed on or installations made on the finished roof surface without prior written approval from BASF.
  - 5. Use of the finished roof surface for walking areas or recreation areas or other unusual activities or unintended uses.
  - 6. Penetrations, vandalism, damage or attack by individuals, foreign objects, chemicals, animals or plant life.
  - 7. Leaks due to infiltration of moisture through walls, copings, flashings, or any part of the building structure except the BASF Roof System.
- d. Any change in the use of the structure other than that, for which the structure was intended voids this Warranty, unless such change is first approved by BASF in writing.

### 3. Owner Obligations

- a. In the event of damage or failure caused by any of the occurrences listed in Section 2 above, Owner shall, at his own cost, properly repair or correct such damage or failure and shall notify BASF in writing. Failure to make such repairs or corrections within 60 days, weather permitting, may void this Warranty.
- b. Owner shall allow BASF, at its option, to periodically inspect, or have inspected, the BASF Roof System and any other areas it determines necessary and shall provide BASF and/or its contractors, subcontractors or agents with the necessary access to conduct such inspections. BASF will advise Owner of the existence of any such damages listed in section 2 above.
- c. This Warranty is expressly conditioned upon immediate notification by Owner to both BASF and the Approved Applicator (both verbally and in writing) of any and all claims for repairs required under terms of this Warranty so that an inspection by a BASF representative, at its option, may be made. This Warranty shall automatically become void if BASF is not allowed to perform inspections and/or BASF's reasonable recommendations are not followed.
- d. If Owner cannot verbally contact BASF and the Approved Applicator, and the damage to the building and its contents is imminent, Owner may make necessary temporary repairs, Provided that BASF will not be held responsible for any damage done to the BASF System by others in performing such temporary repairs.
- e. Owner's failure to pay, when due, the full contract price for installation of the roof system voids this Warranty.
- f. Good roofing practice requires the Owner or the Owner's representative inspect this roof semi-annually during the Warranty period and perform maintenance, as needed according to industry standards. Failure to inspect and maintain this roof may void this Warranty.

### 4. Transfer of Warranty

- a. Transfer of this Warranty to a new Owner may be made only if the transfer is acknowledged in writing by BASF to the new Owner. BASF must be notified at the time of sale to the new Owner and BASF must be satisfied that the intended use of the structure by the owner will not cause detriment to the BASF Roof System.

**The foregoing shall constitute BASF's sole and exclusive liability in connection with the purchase or use of BASF's Polyurethane Roof System. This Warranty is in lieu of all other written and oral, express or implied warranties and BASF expressly disclaims any Warranty of merchantability or fitness for particular purpose.**

Nothing in this Warranty Agreement shall waive any right of BASF against the Approved Applicator or any other party due to defective workmanship in the installation of the roof system.

This Warranty is effective as of the completion date. Completion Date: \_\_\_\_\_

BASF Corporation: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_