

TRUCO QUALITY ASSURANCE WARRANTY

NOW, THEREFORE, Truco, Inc. (Hereinafter referred to as Guarantor) guarantees to each OWNER to whom has been issued a certificate of warranty, properly completed and duly signed by Truco, Inc. that subject to the terms and conditions hereinafter set forth Truco, Inc. will for a period of ____ years from said date of substantial completion of said Roof Membrane, at its own expense, make such repairs as may become necessary to repair leaks.

The Contractor solely at his expense agrees to provide entire remedy as provided for in the Warranty to repair deficiencies in the roof system for a period of 2 (two) years from date of Warranty issuance. Deficiencies in the installed roof system include but are not limited to roof leaks and coating delamination resulting from faulty workmanship. Deficiencies in the installed roof system resulting from proven product defect in the elastomeric roof coating are specifically excluded.

Terms and Conditions:

1. The roofing system shall be applied by an authorized Truco contractor according to manufacturer's published specifications, and a pre-job approval form be filled out and signed by an officer of Truco, Inc.
2. This warranty becomes effective only upon receipt of all product fees and labor fees applicable to the roofing project when due.
3. Should a leak occur, the building owner will notify Truco in writing of said leaks within two (2) weeks of the discovery.
4. This warranty will cease if any materials are applied to the warranted surface without prior written consent by an officer of Truco.
5. Truco's officers and representatives will have reasonable access to the warranted roof during the building owner's normal business hours.
6. Truco does not cover leaks caused by the following:
 - a. Defective design, construction, or installation of the roof deck and roof accessories, including but not limited to vents, drains, curb units, or other roof components.
 - b. Alteration of, or tampering with the Truco roofing material, prior to or after its application, including acts of willful misconduct and/or vandalism.
 - c. Natural disasters (such as tornadoes, floods, hurricanes, lightening, etc.)
 - d. Traffic upon, or storage of materials on the Truco Roofing System.
 - e. Installations, alterations or repairs made to heating, cooling, electrical, mechanical, or plumbing structures, fixtures, and equipment unless the work is performed by a Truco approved applicator.
 - f. Chemical attacks on the rubber substrate including non-evaporative oils, caustic fluids, and industrial solvents.
 - g. Failure of the owner to exercise reasonable care in the maintenance of the roof and/or building, such as removing debris from gutter and downspouts as necessary.
 - h. Discoloration or fading of the coating.
 - i. Ponding water or the absence of positive drainage within the warranted roof area.

THIS WARRANTY IS LIMITED TO THE REPAIR OF THE ROOFING SYSTEM. IN NO EVENT SHALL TRUCO, INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GRANTED BY TRUCO INC. AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION PROVIDED HEREIN.

VENUE: In the event that an action at law is brought by either party to enforce any of the terms of this Agreement, it is agreed that any such litigation shall be commenced in Cuyahoga County, State of Ohio.

This warranty gives the building owner specific legal rights, which may vary from, state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply. Also, some states do not allow the exclusion or limitation of incidental or consequential damages.