

THE TRUCO INC. _____ YEAR MATERIAL 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 Truco, Inc. will supply material subject to the limitations below, the roof will not leak in ordinary conditions. If the roof leaks due to product defect, Truco, Inc. is limited to the replacement of roofing products to repair said leaks.

Additionally, the Contractor solely at his expense agrees to provide labor and material remedy as provided for in the Warranty to repair deficiencies in the roof system for a period of (2) years from date of Warranty issuance.

Terms and Conditions:

1. The roofing system shall be applied by an authorized TRUCO INC. 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 and labor fees applicable to the roofing project when due.
3. Should a leak occur, the building owner will notify TRUCO INC. 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 INC.
5. TRUCO INC. officers and representatives will have reasonable access to the warranted roof during the building owner's normal business hours.
6. TRUCO INC. 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 INC. roofing material, prior to or after its application, including acts of willful misconduct and/or vandalism.
 - c. Natural disasters (such as tornadoes, floods, hurricanes, lightning, etc.)
 - d. Traffic upon, or storage of materials on the TRUCO INC. Roofing System.
 - e. Installations, alterations or repairs made to heating, cooling, electrical, mechanical, or plumbing structures, fixtures, and equipment.
 - 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 gutters and downspouts as necessary.
 - h. Entrapped moisture within the roof assembly.

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.