

GUSTAFSON ROOFING
XX YEAR LABOR WARRANTY

For the warranty period indicated above, Gustafson Roofing (“Gustafson”) provides to the Home/Building Owner (“Owner”) the following warranty, subject to the terms, conditions, exclusions, and limitations set forth in this warranty, and for the duration of the warranty period starting from the initial warranty date, and for the Home/Building (“Building”) to which it applies.

THE WARRANTY

Gustafson warrants to Owner that the installation performed by Gustafson for Owner will not leak as a result of an installation defect for the period noted above so long as the Owner complies with the provisions of this warranty and all manufacturers’ guidelines for maintenance of the products utilized in the installation.

EXCLUSIVE REMEDY

In the event of a leak caused by an installation defect during the warranty term, Gustafson’s sole responsibility is to install replacement products for that portion of the leak that is a result of an installation defect or, at Gustafson’s sole option, the cash value of said installation services. Decisions as to the extent of replacement required will be made solely by Gustafson. The remedy under this limited warranty is available only for that portion of the installation actually exhibiting defects at the time of settlement. The replacement will be warranted only for the remainder of the original warranty period. Repair or replacement materials are **NOT** included. Gustafson’s MAXIMUM LIABILITY is the original cost of the labor portion of the original installation only.

NOTIFICATION OF CLAIM

Immediately upon discovery of (and in no event later than 30 days from such date) any leak, Owner will notify Gustafson in writing at either the email address XXXX@XXXX.com or facsimile at (561) 732-0786. Owner authorizes, and will allow, Gustafson to inspect the Building during the warranty period and before any modifications, alterations, improvements, repairs, or changes to the roof have been made. Failure to notify Gustafson within 30 days of the discovery will void the warranty.

EXCLUSIONS FROM COVERAGE

1. Lack of roof maintenance.
2. Unusual weather conditions or natural disasters, including, but not limited to, wind in excess of 55 miles per hour, hail, floods, hurricanes, tropical storms, lightning, tornadoes, and earthquakes.
3. Warranty is limited to leaks caused by installation. Warranty does not apply to product failure. Warranty does not apply to claims of change in color due to dirt accumulation, normal weathering, or fading.
4. Damage due to (a) movement or cracking or other failure of the roof deck or building; (b) improper installation or failure of any materials used in any roof base or insulation or materials unless installed by Gustafson; (c) infiltration or condensation of moisture through the walls, copings, building structure, or surrounding materials; (d) expansion or contraction of any counterflashing or metal work; (e) chemical attack on the installed

products including, but not limited to, exposure to grease and oil; (f) use of materials by Owner or third-parties that are incompatible with the products installed by Gustafson; (g) improper preparation of the substrate over which the products are installed unless preparation completed by Gustafson; or (h) architectural, engineering, or design defects or flaws.

5. Preexisting conditions of the Building that prevent positive drainage or areas that pond water.
6. Traffic of any nature on the roof after installation is complete.
7. Changes in the use of the Building unless approved in writing in advance by Gustafson.
8. Impact of foreign objects, including damaged caused by objects blown onto the roof by wind.

No representative, employee, or agent of Gustafson has the authority to assume any additional or other liability or responsibility for Gustafson unless it is in writing and signed by an authorized Gustafson Director.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of Gustafson, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In NO event shall Gustafson be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this warranty shall be first submitted to mediation before a mutually acceptable mediator unless Gustafson, at its sole option, elects to waive said requirement. In the event that mediation is unsuccessful or is waived by Gustafson, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of Florida. Each party irrevocably consents to the jurisdiction of the above identified courts. Any lawsuit related to the installation performed by Gustafson or a claim under this warranty must be filed prior to the one (1) year anniversary of Owner discovering the leak.

EFFECTIVE DATE

This labor warranty is effective and commences on the last day worked by Gustafson. Provided however, this warranty shall be null and void if Owner fails to pay for the work as provided for in the contract between Gustafson and Owner.

ADDITIONAL PROVISIONS

1. Gustafson, or its designee, shall have reasonable access to the Building roof during regular business hours.
2. It shall not be construed as a waiver of any warranty provision should Gustafson, in its sole discretion, choose to not enforce any of the terms, conditions, exclusions, or limitations stated herein.
3. Gustafson shall not be liable under any theory of law to any claims, repairs, restoration, modification, or other damages including, but not limited to, consequential or incidental

damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in or on the Building or in the air, land, or water which serves the Building.

4. Gustafson does not warrant, and this warranty does not apply to, products utilized in this installation which were not furnished by Gustafson.
5. Gustafson specifically disclaims any or all liability under any theory of law relating to the installation, performance, or damages sustained caused by products or services not furnished or authorized by Gustafson.
6. Gustafson shall not be liable under this warranty or otherwise for:
 - a. Vandalism; physical abuse; third party damage or attack; foreign object or agents, including plant or animal life.
 - b. Alterations, additions, or modifications to, encroachment upon, or erection of structures on the roofing system unless performed by authorized representative of Gustafson, or otherwise approved in advance in writing by Gustafson, or any use of the roofing system other than for its intended purpose.
 - c. Damage to or failures caused by over-structures or overburdens such as solar panels, HVAC equipment and accessories, telecommunication equipment, antennas, or other such equipment.
 - d. Failure of the Owner of the Building to use reasonable care in regular roof maintenance.
 - e. Temporary repairs to the roof of the Building made by personnel not approved by Gustafson.

TRANSFER OF WARRANTY

This Warranty is transferable only:

1. To a new Building owner;
2. If Gustafson is properly notified within 30 days of sale or transfer of the Building;
3. If Gustafson is satisfied that the intended use of the Building by the transferee will not impair the installation or materials; and
4. If Gustafson acknowledges in writing the transfer of this warranty to the new owner of the Building.

A transfer fee will apply and must be paid in full within 30 days of the acknowledgement, or the warranty will be considered void.

INTEGRATION

The terms, conditions, exclusions, and limitations set for the herein, together with the contract between Owner and Gustafson, shall constitute the entirety of the language with respect to the subject matter of this Warranty, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.

PRORATION OF WARRANTY

After the first warranty year, any repair or replacement cost is prorated and will be calculated by multiplying Gustafson's then-current prices for the product, part, or installation (or a comparable product or part if the original product or part is no longer in production) by the percentage of such

cost that Owner is responsible for paying for such product or part as follows: First anniversary – Owner responsible for 30%. Second-Tenth Anniversary – Owner responsible for 30% plus 5% for each year completed from original installation date.

SAMPLE