

**DURO-  
LAST**<sup>®</sup>  
Roofing, Inc.  
525 Morley Drive  
Saginaw, MI 48601

# 20 Year Limited Warranty

Warranty No. \_\_\_\_\_

DURO-LAST, INC. (hereinafter "DURO-LAST"), sole owner of the Trademark **DURO-LAST**, grants a limited warranty to the owner of a building ("OWNER") containing a DURO-LAST ROOFING SYSTEM installed by a DURO-LAST Authorized Dealer/Contractor, subject to the conditions and limitations contained herein.

DURO-LAST warrants that its product membrane, material and accessories will not become defective during the first ten (10) years of this limited warranty. DURO-LAST further warrants the installation workmanship of its Authorized Dealer/Contractor for ten (10) years but only as it pertains to the installation of the DURO-LAST ROOFING SYSTEM and not for other work performed, if any.

Should a leak occur because of a defect in the membrane, material, accessories or Dealer/Contractor installation workmanship within the first ten (10) years of the limited warranty term, DURO-LAST's liability shall be limited to the cost of the membrane, material and/or accessories necessary to make repair, plus the cost of or furnishing of labor to make the repair, all at the Dealer/Contractor list price in effect at the time of repair.

During the eleventh (11<sup>th</sup>) through twentieth (20<sup>th</sup>) years of the limited warranty term, DURO-LAST shall not be responsible for the cost of any labor needed to effect repair, and DURO-LAST will pay only for its proportionate share of the cost of product membrane, material and accessories necessary to return the roof to leak-proof status for the balance of the warranty term.

11<sup>th</sup> year: DURO-LAST will pay 80% of the cost of the membrane, material and accessories;

12<sup>th</sup> year: DURO-LAST will pay 60% of the cost of the membrane, material and accessories;

13<sup>th</sup> year: DURO-LAST will pay 40% of the cost of the membrane, material and accessories;

14<sup>th</sup> - 20<sup>th</sup> years: DURO-LAST will pay 30% of the cost of the membrane, material and accessories.

The Owner must pay an Authorized Dealer/Contractor for its share of membrane, material and accessories plus the cost of labor.

## LIMITATIONS

1. This limited warranty does not apply to a DURO-LAST Roofing System installed on a single-family residence.
2. DURO-LAST shall in no instance be liable for any roof failure and/or subsequent damage arising from causes outside DURO-LAST's control, including, but not limited to:
  - a) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake or acts of God; or
  - b) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
  - c) Damage caused by any unauthorized modification to the DURO-LAST roof including, but not limited to, damage caused by unauthorized components used in installation or repair, or by additional equipment or structures added to or made a part of the roof, or damage caused by chemicals not normally found in nature; or
  - d) Moisture entering the roof system through walls, copings, structural defects, or any part of the building structure, including from adjacent buildings.
3. This limited warranty specifically does not extend to the color change of the DURO-LAST Roofing System, nor does it extend to cover labor costs in any repair after the first ten (10) years.
4. DURO-LAST is not liable under this limited warranty unless:
  - a) The Owner notifies DURO-LAST at the above address in writing by certified mail, return receipt requested, within thirty (30) days of the discovery of any leak or other alleged roof failure; and
  - b) The Owner allows DURO-LAST's agent or its Authorized Dealer/Contractor access to the roof for inspection and examination; and
  - c) DURO-LAST and its Authorized Dealer/Contractor have been paid in full by the Owner or its predecessor in title for all services rendered; and
  - d) DURO-LAST authorizes the repair and the repair is done by an Authorized Dealer /Contractor.
5. This limited warranty passes to future Owners of the building for the full twenty (20) year term hereof.
6. This limited warranty becomes effective only upon signature by both an authorized DURO-LAST representative and the original Owner.
7. This limited warranty shall be governed in all respects by the of the State of Michigan, regardless of the State of purchase or installation.
8. DURO-LAST does not waive any rights under this limited warranty by refraining to exercise its rights in full in one or more instances.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE OWNER FOR ALLEGED FAILURE OF THE DURO-LAST ROOFING SYSTEM, WHETHER IN MEMBRANE, MATERIAL, ACCESSORIES OR DEALER/CONTRACTOR WORKMANSHIP. THIS LIMITED WARRANTY ALSO COVERS, ON THE PRORATED BASIS INDICATED ABOVE, CONSEQUENTIAL DAMAGES DERIVED FROM LEAKS CAUSED BY DEFECTS WARRANTED AGAINST ABOVE. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED) THAT EXTEND BEYOND THE FACE OF THIS LIMITED WARRANTY; DURO-LAST EXPRESSLY DISCLAIMS ANY SUCH FURTHER WARRANTIES.

If DURO-LAST's Authorized Dealer/Contractor made any statements about DURO-LAST's merchandise and services, those statements are not warranties, cannot be relied upon by Owner, and are not part of the contract for sale or installation.

**DURO-LAST, <sup>®</sup> INC.**

_____	_____
Date	Signature of Authorized DL Representative
_____	_____
Customer's Signature	Address of Building
_____	_____
Name of Building	City, State & Zip of Building
Square Footage covered: _____	Installed By _____
Serial No: _____	

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