



*Promoting Energy Savings
and Environmentally Friendly Structures*

The EX-EL Company, Inc. 1-Year Polyurethane Roofing System Warranty

Where EX-Elence is Essential

The EX-EL Co., Inc. does hereby warrant the Polyurethane Roofing System (PRS) installed at the following named location to be free from defects resulting from use of Inferior or defective materials and/or poor workmanship for a period of one (1) year after the date of completion of the installation and is subject to the limitations and conditions described below:

Customer Name: _____
 Location of Installation: _____
 Description of Installation: _____
 Date of Completion: _____
 Date of Final Payment: _____

The EX-EL Co., Inc. warrants that during the warranty period, it will, at its own expense, examine and furnish material and labor to make any repairs that may become necessary solely by reason of workmanship and manufacturing defects and deterioration of products from normal aging which results in leakage. This obligation is limited to the extent that the cost of making any such repairs shall not exceed the original cost of the PRS.

Except for such replacement or refund as stated above, The EX-EL Co., Inc. makes no warranty or guarantee, express or implied, including warranties of fitness or merchantability, respecting its products. There are no warranties, which extend beyond those expressly stated herein.

This warranty will become null and void should any person not specifically authorized by The EX-EL Co., Inc. attempt to make or make a repair of a defect; excluding only emergency temporary repairs, of which The EX-EL Co., Inc. will receive prompt written notice. The EX-EL Co., Inc. liability under this warranty shall be limited to replacement of materials and workmanship for repairs of the PRS and shall not be held liable in any respect for any damage to the building or for any damage to property whether real or personal or for injuries to persons contained therein. It shall be the owner's responsibility to secure all necessary approvals or releases of liability from the Building Occupants who might be affected by the repair operations, and to remove, at his expense, all obstructions from the defected area that would hinder repairs being made at the most expedient and economic manner possible. The owner shall also make available to The EX-EL Co., Inc., or its designated agent, full and free access to the area to be repaired during normal working hours.

The EX-EL Co., Inc. shall not be held liable or accountable for any defects to said installation that are caused by wind storm, lightening, hail, tornado, or any other acts of God. Nor shall The EX-EL Co., Inc. be held liable or accountable for any damage or leaks caused by settlement, cracking, warping, distortion, or other failure of decks, walls or foundation of said building resulting from structural failure, stress, thermal movement or any other condition beyond the scope of the system or control of The Ex-El Co.. Nor shall The EX-EL Co., Inc. be held liable or accountable for defects in the installed PRS caused by failure or deterioration of any materials installed or material used as substrate or insulation over which or under which the PRS is applied. Should subsequent investigation reveal that the defect is the result of any of the above-mentioned causes, the Owner shall reimburse The EX-EL Co., for all expenses The EX-EL Co., Inc. has incurred in connection with claims under this warranty or pay the standard Service Charge relating to the repair.

All liability shall cease immediately and automatically if the building is used in any manner or for any purpose other than the purpose for which it was designed, or if any additions, alterations, or repairs, other than involving The EX-EL Co., Inc. are made to the area or to the area surrounding the PRS.

Owner must notify The EX-EL Co., Inc. by written notice of any leaks no later than Ten (10) days after the owner's discovery of such condition.

This warranty shall not be or become effective unless and until The EX-EL Co., Inc. has been paid in full for the installation of the PRS, including specifically but not limited to all materials and labor performed in connection with said PRS, in accordance with the agreement pursuant to which such roof was applied.

No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this guarantee shall be binding on The EX-EL Co., Inc. unless made in writing and signed by an authorized representative of The EX-EL Co., Inc. Without limiting the generality of the foregoing, this Warranty shall not be modified by the terms of any purchase order form, acknowledgment form, or any like form passing between the parties hereto.

In witness whereof, this guarantee has been executed this _____ day of _____

Accepted by: _____ Ex-El Co., Inc.
 Owner/Authorized Agent _____ by _____