



Promoting Energy Savings
and Environmentally Friendly Structures

The EX-EL Company, Inc. Extended 5-Year Polyurethane Roof Repair Warranty

Where EX-Elence is Essential

The EX-EL Co., Inc. does hereby warrant the new foam and/or coating installed at the following named location to be leak and defect free for a period of five (5) years and will be 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 extended warranty period, it will, at its own expense, repair leaks that occur in the Polyurethane Roof System (PRS) itself. The leak must originate within the field of the PRS, and the free repair will apply only as long as Warranty provisions are followed.

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. must receive the prescribed written notice. The EX-EL Co., Inc. liability under this warranty shall be limited to leak repairs of the installed PRS only and shall not be held liable in any respect for any damage to the building and/or its contents 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 Company 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, lightning, 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 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 those 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 Roofing System, including specifically but not limited to all materials and labor performed in connection with said Roofing System, 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 _____