

KOPPERS BUILT-UP ROOFING WARRANTYOwner
AddressWarranty Number
Warranty Term
Effective DateBuilding
AddressRoof Specification
Flashing SpecificationContractor
AddressRoofing Squares
Lineal Feet Flashing

What is Covered: Koppers agrees to provide roofing repairs for the term of this warranty to correct all roof water leaks* in Koppers roofing systems installed according to Koppers specifications which may occur from:

- Ordinary wear and tear of the elements on Koppers built-up roofing, flashing materials, and insulation.
- Defects in built-up roofing, flashing materials, or insulation supplied by Koppers.
- Workmanship of the original roofing contractor in installing Koppers built-up roofing and flashing materials.

* "Roof water leaks" means water passing through the roofing or flashing membrane and into the interior of the building.

What is NOT Covered: Coverage is limited to the terms and conditions set forth above. This warranty does not cover the following:

- Damage to the structure or its contents; loss of use, rents or profits; any type of consequential, incidental or special damages.
- Correction of any condition other than roof water leaks including, without limitation, blisters, clogged drains, ridging, bitumen drippage or migration.
- Roof water leaks or damage caused by natural disasters including, without limitation, wind damage, flood, hail, tornado, hurricane, lightning, fire, earthquakes, or acts of God.
- Roof water leaks or damage caused by abuse or neglect including, without limitation, vandalism, recreational use, acts of war or civil disobedience, traffic, storage of materials on the roof, falling objects, exposure to contaminants, or failure to maintain or to provide reasonable repairs consistent with Koppers specifications.
- Roof water leaks or damage caused by faulty construction or design including, without limitation, the failure of the building to support the roof, structural movement, or deflection.
- Roof water leaks or damage caused by distortion, expansion, or contraction of any metal or plastic work or non-warranted flashing.
- Deterioration or failure of the roof deck, copings, HVAC units, vents, walls or any underlying component of the roof membrane, not including insulation.
- Installation of, or damage caused by, roof top appurtenances including, without limitation, lightning protection equipment, antennas, HVAC units, pitch pans, framework or supports for: signs, piping, conduit or sprinkler systems.
- Products supplied by others: Koppers assumes no responsibility for proper installation or performance of non-Koppers products.
- Infiltration or condensation of moisture in, through, or around the walls, copings or building structures of underlying or surrounding materials.

This warranty has no aggregate dollar limit on covered repairs: However, in the event that the cost of a Covered Repair would exceed, in Koppers' judgment, the remaining value of the roofing system on the date the repair is required, Koppers will provide Owner with such remaining value, but with no deduction for the cost of any previous repairs.

Owner's Responsibility: Annual roof inspections are the responsibility of the building Owner. Owner must comply with Koppers care and maintenance recommendations, including a complete recoating of the flashing system, using a Koppers aluminum roof coating, every five years on flashing specifications 168, 172, 180, and as needed on 174 and 182.

Other Conditions: Koppers shall have no obligation under the warranty unless and until Koppers, the eligible contractor and material suppliers have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the Roof System.

This Warranty Shall Be Null and Void if the Following Conditions Are Not Met By Owner:**Additions, Alterations, Repairs:**

- No additions or alterations shall be made by anyone without obtaining prior authorization from Koppers. Such authorized additions or alterations will be subject to Koppers' inspection and acceptance.
- No roof or flashing repairs (except emergency) shall be made by anyone without obtaining prior authorization from Koppers. Emergency repairs will be subject to Koppers' inspection and acceptance.

Note: A roof sketch should be supplied to Koppers identifying exact locations of all additions, alterations, or repairs.

- Owner shall not make any major change in the principal use of the building without notifying Koppers of, and obtaining Koppers' approval for, any such change.

How Service is Obtained: Call Koppers at 1-800-468-9629 within 72 hours of the discovery of a leak. Failure to notify Koppers of a leak or repair within such 72 hour period may, in Koppers' sole discretion, render this warranty null and void. Notice should also be given in writing within 30 days to: Koppers Industries, Inc., 436 Seventh Avenue, Pittsburgh, PA 15219, Attention: Commercial Roofing Department.

Koppers will schedule a roof inspection and arrange for any repairs which are covered by this warranty. Should the investigation reveal the problem to be outside the scope of this warranty, investigation and repair costs shall be paid by the Owner. Owner's failure to repair leaks not covered by this warranty will void any further obligation of Koppers under this warranty.

Should repairs fail of their essential purpose, the building Owner may request an inspection of the recurring leak area by a Koppers technical service representative. Koppers will then follow the recommendation of its representative as to the appropriate remedy.

Who is Covered: The original Owner named above, and not any tenant, purchaser, or successor without prior written notice to, and approval from, Koppers. This Warranty may be assigned or transferred to such tenant, purchaser, or successor only if: (1) the above-named Owner provides written notification of any transfer of ownership to Koppers Industries, Inc., 436 Seventh Avenue, Pittsburgh, Pennsylvania 15219, Attention: Commercial Roofing Department, within thirty (30) days of such transfer; (2) Koppers is given opportunity to inspect the roof at its discretion; and (3) any repairs required by Koppers are made.

Governing Law: This Agreement will be governed by the laws of the COMMONWEALTH OF PENNSYLVANIA.

BY PURCHASE, ACCEPTANCE, OR RECEIPT OF KOPPERS PRODUCTS AND THIS WARRANTY, THE ORIGINAL OWNER NAMED ABOVE ACCEPTS THE TERMS, CONDITIONS, LIMITATIONS, AND EXCLUSIONS CONTAINED IN THIS WARRANTY.

THIS WARRANTY SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

KOPPERS' FAILURE AT ANY TIME TO ENFORCE ANY OF THE TERMS OR CONDITIONS STATED HEREIN SHALL NOT BE CONSTRUED TO BE A WAIVER OF SUCH PROVISIONS. THIS AGREEMENT INCLUDES THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN YOU AND KOPPERS AND SUPERSEDES ANY AND ALL PRIOR ORAL OR WRITTEN AGREEMENTS OR REPRESENTATIONS. ANY ACTION FOR BREACH OF THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH BREACH OCCURS OR IS DISCOVERED.

THE WARRANTY OBLIGATION OF KOPPERS AND THE REMEDY STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR DEFECTS IN MATERIAL SUPPLIED BY KOPPERS AND WORKMANSHIP OF THE CONTRACTOR. KOPPERS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES, INCLUDING DAMAGE TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER. NO REPRESENTATIVE OF KOPPERS HAS AUTHORITY TO MAKE ANY PROMISES OR REPRESENTATIONS EXCEPT AS STATED HEREIN. THIS WARRANTY IS NEITHER A MAINTENANCE AGREEMENT NOR AN INSURANCE POLICY.

By: _____

Warranty
Coordinator _____