

## MODIFIED BITUMEN ROOF MEMBRANE WARRANTY

Owner  
Address

Warranty Number  
Warranty Term  
Effective Date

Building  
Address

Roof Specification  
Flashing Specification

Contractor  
Address

Roofing Squares  
Lineal Feet Flashing  
Repair Limit

**What is Covered:** Koppers agrees to provide roofing repairs for either the term of this warranty or a cost not to exceed the above Repair Limit, whichever occurs first, to correct all roof water leaks\* in Koppers roofing systems installed according to Koppers specifications which may occur from:

- Defects in modified bitumen material supplied by Koppers.
- Workmanship of the original Koppers eligible roofing contractor in installing Koppers modified bitumen products.

\* "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 and shall not be applicable if any of the following occurs:

- Damage to the structure or its contents; loss of use, rents, profits, any type of consequential damage, or incidental or special damages.
- Correction of any condition other than roof water leaks including, without limitation, ridging or slippage.
- 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, failure to maintain or to provide reasonable repairs to the roof consistent with Koppers specifications, vandalism, recreational use, acts of war or civil disobedience, traffic or storage of materials on the roof, falling objects, or exposure to contaminants.
- Damage from additions, alterations, or any other subsequent work performed on or to the roof surface not previously authorized by Koppers.
- 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, deflection, or deterioration or failure of the roof deck, copings, HVAC units, vents, walls or any underlying component of the modified bitumen.
- Distortion, expansion or contraction of any non-warranted flashing, metal work or other material not supplied by Koppers.
- Infiltration or condensation of moisture in, through, or around the walls, copings or building structures of underlying or surrounding materials.
- Products supplied by others: Koppers assures no responsibility for proper installation or performance of non-Koppers products.
- Lack of positive drainage or ponding water resulting in membrane deterioration.

**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 roofing 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 changes 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 in writing 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.

**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 \_\_\_\_\_