



TRI-BUILT® ASPHALTIC MEMBRANE LIMITED WARRANTY ON MATERIALS

Owner:

Owner Address:

Owner Phone:

Description of Building Use:

Building Address:

TRI-BUILT® Product(s) Used:

Roof Completion Date:

Applicator:

Applicator's Address:

Applicator's Phone:

of Squares:

Warranty Expiration Date:

COVERAGE

TRI-BUILT hereby warrants the roof membrane ("Product") installed at the above address, subject to the following terms, conditions, limitations and exclusions, for the period checked above from the date of completion of the Product installation. If, during the duration of this Limited Warranty, a manufacturing defect in the Product causes a leak, TRI-BUILT or its designated roofing contractor will, at TRI-BUILT's sole discretion, repair or replace the Product only as necessary to restore it to a watertight condition. Only manufacturing defects in the Product that cause leaks are covered by this Limited Warranty. TRI-BUILT's MAXIMUM LIABILITY during the first year of this warranty is the original cost of the TRI-BUILT Product only. After the first year, TRI-BUILT's maximum liability is the original cost of the Product used on the roof reduced by 8.3% for 12-year warranties and 10% for 10-year warranties during each subsequent year, less any costs previously incurred by TRI-BUILT for repair or replacements. In no event, however, will TRI-BUILT be responsible for any costs related to the removal or abatement of any asbestos present in any existing roof system to which the TRI-BUILT Product is applied. Product, as used herein, shall include the following components: applicable base sheet, interplies, cap sheet, hot asphalt and/or flashing cement between layers if applicable, as required for the above selected warranty duration and applied per TRI-BUILT's Roof Systems Specifications manual, application instructions, and construction details as published at the time of installation. Roof components which are not part of the Product and hence not covered by this Limited Warranty include, but not limited to, the following: underlying roof deck, insulation, vapor retarders, fasteners, liquid flashing, metal work, drains, pitch pans, expansion joints, skylights, vents, plastic accessories, decorative or reflective coating, surfacing and/or any aggregates.

EXCLUSIONS FROM COVERAGE

This Limited Warranty does not cover leaks, damages or injuries of any type, including, but not limited to, damage to roof insulation, roof decks or other bases over which the TRI-BUILT roof membrane specification products are applied, attributable directly or indirectly to any of the following:

1. Natural disasters, including, but not limited to, cyclones, tornadoes, hurricanes, or other winds exceeding 54 mph, lightning, earthquakes, flood, hail, or fire;
2. Falling objects, civil insurrection, war, riot, or vandalism;
3. Settlement, deflection, movement, moisture content, inadequate attachment, or other deficiencies of the roof deck, pre-existing roof system, walls, foundations, or any other part of the building structure, insulation, or other materials underlying the Product;
4. Failure of the roof membrane caused or contributed by:
 - a. Maintenance, repair, or work on the roof unrelated to the roof membrane, including, but not limited to, mechanical, electrical, plumbing;
 - b. Infiltration or condensation of moisture in, through, or around the walls, parapet walls, copings, and metal components, pitch pans, building structure, or underlying or surrounding materials;
 - c. Traffic of any nature or use of the roof surface as a storage area, walking or recreational surface, or for any other similar purpose;
 - d. Movement or deterioration of metal work used in conjunction with the Product;
 - e. Deposits of solids, liquids, or objects or agents, including plant or animal life, or any organic or inorganic solvents which may cause deterioration of the Product;

- f. Building design or construction;
 - g. Lack of positive slope or inadequate drainage, to completely remove water from the roof system to prevent ponding water conditions on the roof system as defined by the NRCA (48 hours) and areas where water is allowed to drain onto the roof from air conditioning units or other rooftop equipment no matter the surface appearance at the completion of installation; or
 - h. Installation over an improperly prepared or inappropriate substrate, including, but not limited to, wet, dirty, and/or damaged surfaces;
5. Failure to adhere to all TRI-BUILT application instructions, construction details, and Commercial Roof Maintenance Program as published at the time of installation;
 6. Any change in the building's basic usage unless approved in advance in writing by TRI-BUILT;
 7. Any use of roofing materials of any kind or nature not approved in TRI-BUILT's Commercial Roof Systems Specifications manual or in advance in writing by TRI-BUILT's Warranty Services Department;
 8. Placement of any additional structures on the Product, including, but not limited to, equipment or framework used in connection with air conditioning units, transmission and/or reception devices, signs, photovoltaic panels, and/or water towers.
 9. Failure to maintain the watertight integrity of the roof system. Owner must make repairs to non-warranted items that affect the watertight integrity of the roof system;
 10. Testing/sampling of the membrane by others;
 11. Design and/or consulting errors or omissions by the Owner or their authorized representative.

In addition, TRI-BUILT will not be responsible, or have any liability, for changes to the appearance of the roof system that do not result in roof leaks. This includes, but is not limited to, fading or other changes in color to the roof membrane, the loss of granules from the cap sheet, and/or surface cracking or blistering due to weathering or normal wear and tear from the elements.

ROOF MAINTENANCE

This Limited Warranty is not a maintenance agreement or an insurance policy. Routine inspections and maintenance of the roof system must be completed by the Owner on a regular basis and are the Owner's responsibility. Inspections by Owner shall take place at least on a semi-annual basis and shall be documented. Periodic inspections are the Owner's responsibility and shall include such things as making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains, and removing standing water. Lack of regular maintenance shall void this Limited Warranty.

UNAPPROVED REPAIRS, ALTERATIONS, ADDITIONS, OR DELETIONS

All repairs, alterations, additions, or deletions to any aspect of the roof, or any material contiguous thereto, must have prior written approval of TRI-BUILT's Warranty & Technical Services Department, 20 Moores Road, Malvern, PA 19355, (800) 396-8134 ext. 2. If Owner, without prior written consent of TRI-BUILT, makes or permits any repairs, alterations, additions, or deletions to the roof, all of TRI-BUILT's obligations, duties, and coverage under this Limited Warranty will terminate and the Limited Warranty will be voided.

NOTE: In the event an emergency condition exists which requires immediate repair to avoid damage to the building or its contents, Owner may make essential temporary repairs performed by a qualified roofer. TRI-BUILT will only reimburse Owner for essential temporary repair expenses that would have been covered under this Limited Warranty.

NOTICE OF CLAIMS

Any claim or request for TRI-BUILT to perform under this Limited Warranty must be made by the Owner to TRI-BUILT in writing to the above listed address or by email to tribuilt@becn.com within thirty (30) days of discovery of the defect or TRI-BUILT will have no responsibility for repairs. Notification to a roofing contractor is not considered notice to TRI-BUILT. This notice of claim must include a general description of the alleged defect and a copy of your Roof Maintenance Program records. Owner shall grant access to the entire roof system as necessary for TRI-BUILT to investigate a claim, which includes, but is not limited to, the taking of samples that adequately demonstrate the alleged defect for testing by TRI-BUILT as part of the claim investigation. If access is not granted, TRI-BUILT shall have the right to determine, at its sole discretion, that this Limited Warranty is void as to that portion of the roof system to which access is denied. Should the investigation of the leak be determined not to be covered under this Limited Warranty, any costs associated with the leak investigation shall be the Owner's sole responsibility. This Limited Warranty will become void if costs associated with non-warranty findings are not paid in full within thirty (30) days of receipt of any TRI-BUILT invoicing. If it is determined that TRI-BUILT installation procedures have not been followed, or the required materials have not been installed, TRI-BUILT may cancel this Limited Warranty at any time.

NOTE: In the event an emergency condition exists which requires immediate repair to avoid damage to the building or its contents, Owner may make essential temporary repairs performed by a qualified roofer. TRI-BUILT will only reimburse Owner for essential temporary repair expenses that would have been covered under this Limited Warranty.

MODIFICATION OF COVERAGE

Only TRI-BUILT's Warranty Services Department is authorized to modify coverage provided by this Limited Warranty. Issuance of this Limited Warranty or review or inspection of plans, the building, or roof system application by a TRI-BUILT representative does not waive any exclusions or conditions of this Limited Warranty.

TRANSFERABILITY OF WARRANTY

This Limited Warranty may be transferred to a subsequent Owner only if TRI-BUILT's Warranty Services Department is notified at the above listed Malvern address within thirty (30) days of real estate title transfer. Failure of the Owner and subsequent Owner to transfer this Limited Warranty pursuant to these stated conditions terminates TRI-BUILT's warranty obligations and the Limited Warranty will be voided. This Limited Warranty is NOT otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

CONDITION PERTAINING TO WARRANTY EFFECTIVENESS

This Limited Warranty applies to roof membranes installed during the calendar year of 2024 and shall become effective following complete installation of the roof membrane and payment in full to the roofing contractor. The warranty in effect at the time the material is originally installed is the applicable warranty. The warranty duration listed above is solely based upon information provided within the Product Registration/Warranty Request Form. Information presented and determined as incomplete or inaccurate, shall result in this warranty being null and void. Should a dispute arise between any of the parties (contractor, Owner, TRI-BUILT) as to whether or not the contractor was paid in full, TRI-BUILT will hold the Limited Warranty in abeyance until such time as the parties agree that this condition has been satisfied. If and when this Limited Warranty becomes effective, the original Roof Completion Date shall apply for all purposes of this Limited Warranty.

EXCLUSIVE WARRANTY AND LIMITATION OF REMEDIES

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY TRI-BUILT. THE WARRANTY AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, IMPLIED BY STATUTE AT LAW, OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. CT'S OBLIGATIONS, RESPONSIBILITIES, AND LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS THAT MAY OCCUR AS A RESULT OF THE USE OF CT'S PRODUCTS OR AS A RESULT OF A BREACH OF THIS WARRANTY. IF YOUR STATE OR JURISDICTION DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL TRI-BUILT'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE ROOF MEMBRANE PRODUCT OR THIS WARRANTY EXCEED THE COST TO THE OWNER OF THE ROOF MEMBRANE PRODUCT OF THE ORIGINAL INSTALLATION. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT MAY VARY BY STATE OR JURISDICTION. THIS LIMITED WARRANTY MAY NOT BE MODIFIED, ALTERED, OR EXPANDED BY ANYONE, INCLUDING PRODUCT DISTRIBUTORS, DEALERS, SELLERS, INSTALLERS, CONTRACTORS, AND/OR CT REPRESENTATIVES.

AGREEMENT TO BINDING ARBITRATION.

Any and all claims, disputes, and other matters in question that may occur between the Owner, the contractor, and/or TRI-BUILT, arising out of, in connection with, or relating to this Limited Warranty or breach thereof, shall be submitted to BINDING ARBITRATION for resolution. The arbitration shall be conducted by the American Arbitration Association under its Construction Industry Arbitration Rules then in effect, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the Federal Arbitration Act, 9 U.S.C. § 2 or the applicable state arbitration laws. The award rendered by the arbitrator shall be final, and judgment may be entered upon such award in accordance with applicable law in any court having jurisdiction thereof.

EXAMINATION OR INSPECTION

TRI-BUILT does not practice engineering or architecture. Roof inspections made by TRI-BUILT or an authorized agent of TRI-BUILT or issuance of this Limited Warranty does not constitute an approval of the roof, roof design plans or specifications, or construction or installation of the roof. Roof designs, construction plans, or installation of the roof system should be approved by the Owner or the Owner's professional. Any roof inspections performed by TRI-BUILT representatives are solely for the benefit of TRI-BUILT and do not constitute approval, representation, or warranty that the roof meets building code requirements.

NOTE: All referenced documents/forms are available at www.becn.com.

Product Applied	Warranty Period In Years
TRI-BUILT® SMOOTH TORCH	10
TRI-BUILT® GRANULATED TORCH	12
TRI-BUILT® SBS Cap	12
TRI-BUILT® SA Cap	12

This Limited Warranty applies to Product installed on or after January 1, 2025

This product is manufactured exclusively for Beacon Sales Acquisition, Inc. by: CertainTeed Corporation

Beacon Sales Acquisition, Inc.
505 Huntmar Park Drive, Suite
300 Herndon, VA 20170
www.becn.com