



RPW Associates, Inc.
PO Box 35 Stn Main
Milton ON L9T 2Y3
Tel: 905-875-1108
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10 YEAR MODULAR MATERIAL WARRANTY

RPW Associates, Inc. ("RPW") grants a limited warranty to the owner of a building ("the owner") containing a **proSeal Roofing System™** installed by an Authorized Dealer /Contractor subject to the conditions and limitations contained herein.

RPW Associates, Inc. obligation during the 1st through 10th years shall be to repairs any leak in the roof caused by any defect in the proSeal C3 membrane, but only as it pertains to the installation of the **proSeal Roofing System™** and not for other work performed, if any. This obligation includes the repair or replacement of only material as supplied by RPW providing the following conditions are met:

1. RPW Associates, Inc has acknowledged and authorized the repair, and,
2. An authorized proSeal roofing system Dealer / Contractor conducts the repair

Limitations

1. This warranty applies only to leaks caused by defects in the proSeal C3 roofing membrane as supplied by RPW, as established within the physical properties of the product as produced
2. RPW shall in no instance be held liable for any roof failure and / or subsequent damages arising from causes outside of RPW's control, including but not limited to:
 - a) All membranes installed or adhered to any substrates with adhesives **NOT** supplied by RPW Associates, Inc
 - b) Damage caused by fire, lightning, gales, tornado, flood, earthquake or any other acts of God; or
 - c) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the owner or another, or
 - d) Damage caused by any unauthorized modifications to the **proSeal Roofing System™** including but not limited to, damage caused by unauthorized components used in installation or repair, or by equipment or structures added to or made a part of the roof, or by traffic, or by chemicals not normally found in nature or the like; or
 - e) Moisture entering the roof system through the walls, copings, structural defects, HVAC or any other part of the building structure, including adjacent structures
3. This limited warranty specifically does not extend to colour change of the proSeal C3 membrane or that of the **proSeal Roofing System™**
4. This limited warranty is not voided by the presence of standing or ponding water. It is recommended that all roof contain a minimum slope of 1%
5. Without limiting the other terms and conditions of warranty it is specifically understood that RPW shall have no obligation to repair the Roofing Membrane if:
 - a) If the owner has utilized or approved the use of any adhesives not supplied by RPW Associates, Inc.
 - b) the Owner fails to notify RPW in writing promptly within 30 days of any leaks in the Roofing Membrane or permit RPW reasonable access at any time to the roof to inspect or repair the Roofing Membrane.
 - c) Payment has not been made in full for the Roofing Membrane and all materials and services including this warranty, supplied by RPW in connection with the Roofing Membrane or of any reimbursement owing from the Owner to RPW under this warranty: or
 - d) after installation of the Roofing Membrane, alterations or repairs are made on or to the roof, or any equipment, structures, fixtures or materials are placed on or attached to the roof without the prior consent of RPW: or
 - e) the Owner or his lessee fails to use reasonable care in maintaining the roof: or

By accepting this warranty, the Owner acknowledges that RPW shall only be responsible for costs relating to locating and identifying the cause of any apparent leak in the roof if such leak is determined to have been caused by a defect in the Roofing Membrane and or in the workmanship related to the installation of the roof membrane. The Owner shall reimburse RPW for all such costs reasonably incurred by RPW in respect of any leak which is determined to have been otherwise caused.

This warranty is in lieu of all other warranties, whether express or implied and whether statutory or otherwise. No representative, officer, agent or employee of RPW is authorized by RPW to give any warranty or guarantee other than as expressly stated herein.

RPW Associates, Inc,

proSeal roof system
c/o RPW Associates, Inc.
per: Paul Whaley
Title: President
Date:

Owner/Owner Rep: _____
Printed name _____

Date:

***Must be signed by the owner or owner representative and returned to RPW Associates, Inc to be valid**

Warranty No: