

RPW Associates, Inc.
PO Box 35 Stn Main
Milton ON L9T 2Y3
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MODULAR ROOFING 15 YEAR WARRANTY

RPW Associates, Inc. ("RPW") grants a warranty to the owner of the modular building ("the owner") containing a **proSeal Roofing System™** installed correctly and within the proSeal product specification by an Authorized Dealer subject to be leak free for the period noted within, providing the conditions and limitations set forth.

RPW Associates, Inc. obligation of **15 years** shall be to repairs any leak in the roof caused by any defect in the **proSeal Roofing System™** including the proSeal C3 roof membrane, thermal insulation, vapour barriers, fasteners and or roofing accessories as supplied by **RPW Associates Inc.** or by the workmanship of the Authorized Dealer/Contractor, but only as it pertains to the installation of the **proSeal Roofing System™** and not for other work performed, if any by subsequent trades. This obligation includes the repair or replacement of the **proSeal Roofing System™** and its components as supplied by **RPW** and the cost of furnishing labour to conduct the necessary repairs 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
3. The owner has conducted properly yearly inspection & maintenance as required

Limitations

1. This warranty does not apply to a **proSeal Roofing System™** installed on a single family residence unless pre-approved
2. At no time is the presence of standing or ponded water considered a limitation to the proSeal C3 membranes or the **proSeal Roofing System™**
3. This warranty applies only to leaks caused by defects as related to the workmanship conducted to install the **proSeal Roofing System™** or in that of any of the materials utilized in the **proSeal Roofing System™** as supplied by RPW Associates, Inc.
4. 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) Damage caused by fire, lightning, gales, tornado, flood, earthquake or any other acts of God; or
 - b) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the owner or another, or
 - c) 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
 - d) Moisture entering the roof system through the walls, copings, structural defects, HVAC or any other part of the building structure, including adjacent structures
5. This limited warranty specifically does not extend to colour change of the **proSeal C3 modular membrane**
6. Without limiting the other terms and conditions of warranty it is specifically understood that RPW Associates, Inc shall have no obligation to conduct or authorize repairs to the **proSeal Roofing System™** or any component if:
 - a) the Owner fails to notify RPW in writing promptly within 30 days of any leaks in the **proSeal Roofing System™** or permit RPW reasonable access at any time to the roof to inspect or repair the **proSeal Roofing System™**.
 - b) Payment has not been made in full for the **proSeal Roofing System™** and / or all materials and services including this warranty, supplied by RPW in connection with the **proSeal Roofing System™** or of any reimbursement owing from the Owner to RPW under this warranty: or
 - c) after installation of the **proSeal Roofing System™**, 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
 - d) the Owner or his lessee fails to use reasonable care in maintaining the roof: or

By accepting this warranty, the Owner acknowledges that **RPW Associates, Inc** shall only be responsible for costs relating to locating and identifying cause of any apparent leak in the roof if such leak is determined to have been caused by a defect in the **proSeal C3 Modular Roofing Membrane** and or in 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 Associates, Inc is authorized by RPW Associates, Inc to give any warranty or guarantee other than as expressly stated herein.

proSeal Roofing 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

Owner
Building
Contractor
Project No:

Location
Approximate area of roof sq. ft.
Date of Completion of roof
Warranty No: