



Workmanship Warranty Five -Year Re-Coat

Customer Name:

Job Address:

Date of Completion:

Job Number:

Gryphon Companies, Inc. hereby certifies that the roof section(s) completed as per contract at the above address will not degrade or wear off for a minimum of the number of years specified above from the date of completion, given its current condition and providing that no major or unusual circumstances occur. If, under normal wear and tear, the roof should develop worn out areas during the warranty period, Gryphon Companies, Inc., will, at no charge, make necessary repairs to prevent further deterioration.

Warranty is subject to terms and conditions / limitations and exclusions on reverse.

Notification of worn areas must be given to Gryphon Companies, Inc., within 48 hours for this warranty to be in effect.

Signed:

Dated:

WARRANTY TERMS & CONDITIONS:

The Gryphon Companies, Inc., Roofing Division ("Gryphon Co., Inc.") Workmanship Warranty promises that for the defined period of time on the reverse, Gryphon Co., Inc. will make repairs to prevent natural deterioration of the materials or poor workmanship in applying them.

THE OWNER AGREES TO NOTIFY GRYPHON CO., INC., OF ANY DETERIORATION WITHIN 48 HOURS TO PREVENT ANY FURTHER DETERIORATION OR DAMAGE. The owner also agrees to notify Gryphon Co., Inc., in writing of any defects or proposed changes to the roof, and also agrees to properly maintain the roof. FULL PAYMENT for job must be received for warranty to be in effect. The warranty is solely for the benefit of the named building owner, but may be transferred by Gryphon Co., Inc. under certain conditions, and must be transferred within sixty (60) days of purchase of property by new owner. Fees and/or inspections may apply.

LIMITATIONS & EXCLUSIONS:

Gryphon Co., Inc.'s exclusive responsibility and liability under this warranty is to make repairs that may be necessary to maintain the roofing system in a UV protected condition in accordance with the obligations which are Gryphon Co., Inc.'s responsibility under this warranty.

Repairs and costs excluded from the Gryphon Co., Inc. warranty are as follows:

1. Roof coatings are maintenance items and should be recoated every two to five years, or as needed.
2. Natural disasters such as, but not limited to: windstorm, hail, flood, hurricane, lightning, tornado, earthquake, or other phenomena of the elements, or vermin, pests, insects, etc.
3. Structural defects or failures.
4. Damage to building or its contents.
5. Changes in building usage unless pre-approved by Gryphon Co., Inc. in writing.
6. Damage resulting from any new installation, on, through, or adjacent to the roofing membrane.
7. Repairs or other applications to the membrane or flashing after date of completion unless performed in a manner acceptable to Gryphon Co., Inc.
8. Damage resulting from foot traffic or storage of material on the roof surface, or any physical abuse.
9. Damage resulting from infiltration of moisture in, through, or around walls, copings, penetrations building structure or underlying or surrounding areas.
10. Damage due to lack of proper drainage (ponding water).
11. Condensation.
12. We do not warrant the prevention of birds when "bird-stop" or bird-prevention materials are applied replaced or re-installed.
13. Any other exclusions contained in the most current guarantee document.

Gryphon Co., Inc. and its affiliates will not be liable for any incidental or consequential damages to the building structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience. Gryphon Co., Inc. and its affiliates will not be liable for any damages which are based upon negligence, breach of warranty, strict liability or any other theory of liability other than the exclusive liability set forth in this warranty. Incidental and consequential damages will not be recoverable even if the remedies or the actions provided for herein fail of their purpose.