

**DURO-
LAST®**
Roofing, Inc.
525 Morley Drive
Saginaw, MI 48601

15 YEAR NDL WARRANTY

Warranty No:
MS#839079

Duro-Last, Inc., ("Duro-Last") grants this No Dollar Limit ("NDL") warranty to the owner ("Owner") of a building containing a Duro-Last Roofing System ("D-L System") installed by an Authorized Dealer/Contractor ("Contractor"), subject to the conditions and limitations contained herein.

Duro-Last's obligation during the 1st through the 15th years shall be to repair any leak in the D-L System caused by any defect in a component of the D-L System or by the workmanship of the Contractor, but only as said workmanship pertains to the installation of the D-L System itself and not as it pertains to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's option, either the repair or replacement of part or all of the D-L System, and also includes the furnishing of/or cost of labor (at the Contractor list price in effect at the time of the repair) to repair the D-L System provided the following conditions are met:

- a) Duro-Last and its Contractor have been paid in full for the D-L System;
- b) The Owner has notified Duro-Last by certified mail, return receipt request, within 30 days of the discovery any leak or other alleged D-L System failure;
- c) The Owner allows Duro-Last's employees or agents or its Contractor access to the D-L System including, if necessary, the removal and replacement by Owner at Owner's expense of any and all rooftop overburden;
- d) Duro-Last authorizes the repair, and,
- e) At Duro-Last's option, either Duro-Last's own employees or agents or a Contractor makes the repair.

LIMITATIONS

- 1) This limited warranty does not apply to a D-L System installed on a single-family residence.
- 2) Duro-Last is not liable for any D-L System failure nor for subsequent damages arising from causes outside Duro-Last's control including, but not limited to:
 - a) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake or 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 modification to the D-L System including, but not limited to, damage caused by unauthorized components used in installation or repair, or by additional 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) Damage caused by defects in the building design; or
 - e) Interior condensation and/or moisture entering the D-L System through walls, copings, structural defects, HVAC Systems, or any part of the building structure, including from adjacent buildings.
- 3) Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- 4) Duro-Last does not warrant against color change and/or pattern change and/or print change in the D-L System.
- 5) This limited warranty passes to future Owners of the building for the full fifteen (15) years hereof.
- 6) This limited warranty becomes effective only upon signature by both an authorized Duro-Last representative and the original Owner.
- 7) This limited warranty is governed in all respects by the laws of the State of Michigan, regardless of the state of purchase or installation.
- 8) Duro-Last does not waive any rights under this limited warranty by refraining from exercising its rights in full in one or more instances.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES PROVIDED BY DURO-LAST FOR ALLEGED FAILURE OF THE D-L SYSTEM. OR FOR CONTRACTOR WORKMANSHIP. THIS LIMITED WARRANTY ALSO COVERS CONSEQUENTIAL DAMAGES DERIVED FROM LEAKS CAUSED BY DEFECTS WARRANTED AGAINST ABOVE. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED) THAT EXTEND BEYOND THE FACE OF THIS LIMITED WARRANTY; DURO-LAST EXPRESSLY DISCLAIMS ANY SUCH FURTHER WARRANTIES.

If DURO-LAST's Authorized Dealer/Contractor made any statements about DURO-LAST's merchandise and services, those statements are not warranties, cannot be relied upon by Owner, and are not part of the contract for sale or installation.

DURO-LAST, ®INC.

MATT MARSHALL
QUALITY ASSURANCE TECH REP
[Signature]
Signature of Authorized Duro-Last Representative

3/21/08
Date

[Signature]
Customer's Signature *CAPSHAW Agency, Inc.*
JAMES A. SMITH, PRES.

OFFICE COMPLEX
Name of Building

1722 N. 4TH ST,
Address of Building

PONCA CITY OK. 74601
City, State & Zip of Building

Bldg. Designation: *MAIN BLDG.* Sq. Foot: *11,337*

AFFORDABLE CONSTRUCTION
Installed By

Serial Number: *151349*

DL-15 COM 3/08