



Commercial Roofing Warranty

Building Owner:

Building Name:

Building Address:

Date of Completion:

Roofing Specification:

Section/Number of Squares:

Date of Expiration:

Term: Two (2) Years

Warranty #:

Cram Roofing Company, Inc. hereby warrants, subject to the terms and conditions set forth herein, that for a period of 2 years from the date of completion, **Cram Roofing Company, Inc.** will, free of charge to the Owner, make repairs to leaks in the roof membrane and membrane flashing installed by **Cram Roofing Company, Inc.** resulting from defects in workmanship applied by or through **Cram Roofing Company, Inc.**. **Cram Roofing Company, Inc.** shall, within the warranty period and during normal working hours, inspect and furnish the labor and materials to repair leaks covered under this Warranty at no cost to Owner.

This Warranty is made under and subject to the following terms and conditions:

1. In order for this Warranty to be effective, the Owner must first notify **Cram Roofing Company, Inc.** of any repairs required under this Warranty. Notice may be given orally, but in order to pursue any claim that **Cram Roofing Company, Inc.** has not honored this Warranty, notification of a leak must be given to **Cram Roofing Company, Inc.** in writing at the address shown below within five (5) days after a leak is experienced. **Cram Roofing Company, Inc.** shall make repairs as soon as practicable after notification.
2. This Warranty does not extend to conditions caused by, and **Cram Roofing Company, Inc.** shall not be responsible for, leaks caused by (1) abuse, misuse, lack of maintenance, accident or negligence in maintaining the roof by any person other than Cram Roofing; (2) lightning, hail, windstorm, hurricane, earthquake, acid rain, thermal shock or ice storm or other acts of God; (3) other building components, including cracking, building movement, settlement, deflection of roof deck, deterioration of walls, water entry through masonry, or other points other than the roof, and defects in the materials used as a base under the roof; (4) faulty vents, equipment supports, and other penetrations of the roof work and edge conditions, unless such work was performed by **Cram Roofing Company, Inc.**; (5) service to or maintenance of any roof top equipment or traffic of any nature on the roof, (6) acts or omissions of other trades or contractors; (7) movement of metal work; (8) ponding of water; (9) discharge of vegetable, mineral, animal oils, greases, solvents or chemicals, such as industrial wastes upon the roof surface; or (10) damage caused by birds or animals.
3. No work shall be done on said roof, including, but without limitation, openings made for flues, vents, drains, sign braces, railings, or other equipment fastened to or set on the roof, and no repairs or alterations shall be made to the roof, unless **Cram Roofing Company, Inc.** shall first be notified and be given the opportunity, at the expense of the Owner, to make the necessary roofing application thereto. Failure to observe this condition shall render this Warranty null and void with respect to any area of the roof affected thereby.
4. Nothing in this Warranty shall render **Cram Roofing Company, Inc.** liable in any respect for any damage to the Owner's building, or any components or contents thereof, or interruption of any business conducted in the building. Owner should inspect ceilings and overhangs periodically for signs of leakage.

CRAM ROOFING COMPANY, INC. SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. This Warranty is intended solely for the benefit of the Owner named above and is not transferable or assignable by the Owner without the express written consent of **Cram Roofing Company, Inc.**
6. This Warranty shall not be effective unless **Cram Roofing Company, Inc.** has received full payment for installation, repairs, or service in connection with the roofing system covered by this Warranty, If **Cram Roofing Company, Inc.** is called upon to investigate a reported leak and the condition is determined not to be covered under this warranty, Owner will compensate **Cram Roofing Company, Inc.** for repairs, if any, and time expended by **Cram Roofing Company, Inc.**
7. **Cram Roofing Company, Inc.**'s obligation to make repairs to leaks resulting from a deficiency in workmanship during the term of this Warranty is its sole and exclusive obligation to Owner and Owner's exclusive remedy against **Cram Roofing Company, Inc.** This warranty is not a maintenance contract. Upon expiration of the warranty, **Cram Roofing Company, Inc.** shall have no further obligation.

THIS WARRANTY IS GIVEN AND ACCEPTED IN LIEU OF ALL OTHER LIABILITY OR WARRANTIES ON THE PART OF **CRAM ROOFING COMPANY, INC.** EXPRESS OR IMPLIED, IN FACT OR IN LAW. ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

8. Any claim alleging any breach of this Warranty or any other claim against **Cram Roofing Company, Inc.** shall be resolved through arbitration and must be initiated no later than two (2) years after completion of roof construction by **Cram Roofing Company, Inc.**
9. Additional conditions or exclusions: None

Cram Roofing Company, Inc.

By: _____