

# Residential Lifetime Material Warranty

Flex Membrane International Corp. ("Flex") warrants to you, the original owner of the roofing membrane, that its Elvaloy®, PVC or TPO 60 mil minimum roofing membranes will be free of material defects which cause water penetration through the membrane for as long as original owner owns home subject to the terms, conditions and limitations stated herein: beginning on the date of the installation of the roofing membrane on your home.

1. Owner shall provide Flex with written notice within ten (10) days after the discovery of any leaks in the Flex roofing membrane, which it believes are caused by defects in the Flex membrane.
2. If upon inspection by Flex it is determined that the leaks in the roofing membrane are caused by defects in the Flex material, owner remedies and Flex liability shall be limited to providing replacement membrane. Flex shall not be responsible for any installation costs or any other incidental, consequential, punitive, or exemplary damages which are alleged to be based upon negligence, breach of warranty, breach of contract, strict liability, misrepresentation, or any other theory of law or equity.
3. This warranty is solely intended to cover leaking conditions that are caused by defective membrane supplied by Flex and does not cover installer workmanship defects.
4. This warranty shall not be applicable if, in the sole judgment of Flex, any of the following occur:
  - a. The Flex roofing membrane is damaged by natural disasters including, but not limited to, lightning, gales, hurricanes, tornadoes, earthquakes, fire or abnormal deterioration due to attack by plant or animal life, any of which result in a leaking condition.
  - b. If the Flex membrane is damaged by acts of negligence, accident, or misuse, including but not limited to vandalism, civil disobedience, or acts of war, and such acts cause leaking.

- c. Leaks which are caused by, or in, metal work or other material not furnished by Flex or any workmanship not performed by an authorized applicator.
  - d. Leaks caused by failure of the owner, and/or the consumer of the Flex membrane, to use reasonable care in maintaining the roof membrane, or misuse or negligence in the use, or maintenance of, the rooftop equipment.
  - e. Leaks caused by settling, warping, movement, or other failure of the structure to which the roofing membrane is attached.
  - f. Leaks caused by excessive traffic, or storage of materials on the roof, or by any other activities on the roof.
  - g. Leaks caused by damage to the Flex roofing membrane by falling objects.
  - h. Leaks caused by changes in the original use of the structure which adversely effect the performance of the Flex roofing membrane.
  - i. Leaks due to infiltration of moisture through walls, copings, flashings, vents, or any other part of the roof structure to which Flex roofing membrane is not applied.
  - j. Leaks due to defects in, or the improper application of, roof installation, decking, or any other underlying substrate over which the Flex membrane is applied.
  - k. Leaks which are occasioned from the use of areas covered with Flex roofing membrane that is used as promenade or deck areas.
5. Flex roofing membranes are chemically resistant to many substrates but they are not impervious. They are also not compatible with certain other substrates including, but not limited to, hydrocarbons, chlorinated solvents, oxygenated solvents,

halogenated hydrocarbons. It is the responsibility of the owner to determine whether or not the condition in which the Flex membrane is to be compatible with the membrane's performance specifications. Under no circumstances will Flex be responsible for leaks that are caused by utilizing Flex membranes in non compatible environments.

6. The notice required in paragraph #1 above must be send by certified mail to:

Flex Membrane International Corp.  
 5103A Pottsville Pike  
 Reading, PA 19605  
 Attn: Warranty Department

This Notice must include a general description of the purported defect and must also include documentation establishing when the membrane was installed, and when it was purchased from Flex. Failure of the owner to provide notice to Flex in the particular manner set forth in this paragraph, and in paragraph #1 above, shall be deemed as an irrevocable waiver of any remedial rights under this warranty document.

7. Within thirty (30) days after written notice of the purported defect has been received by Flex, its authorized representative will investigate the claim. Failure to provide free access to the roof installation for such an inspection shall be deemed as an irrevocable waiver of remedial rights granted under this warranty.

8. No representative of Flex has authority to make any representations or promises, either verbal or written that is in any manner different that the representations made in this warranty document.

9. There is no warranty of merchantability, warranty of fitness for a particular purpose, or other warranty expressed or implied other than set forth in this warranty. There are no remedies for breach of warranty other than the material replacement remedy set forth in this membrane material warranty document.

## Warranty Registration

<b>Owner's Name</b> _____	<b>Contractor</b> _____
<b>Home Address</b> _____	<b>Address</b> _____
<b>City</b> _____ <b>State</b> ____ <b>Zip</b> _____	<b>City</b> _____ <b>State</b> ____ <b>Zip</b> _____
<b>Size of Installation</b> _____	<b>Date of Installation</b> _____
<b>Contractor's Signature</b> _____	
<b>Material Purchased From</b> _____ <b>(Branch)</b> _____	
___ <b>FleeceBack Elvaloy®</b>	___ <b>MF/R Elvaloy®</b> ___ <b>60 Mil</b>
___ <b>FleeceBack PVC</b>	___ <b>MF/R PVC</b> ___ <b>80 Mil</b>
___ <b>FleeceBack TPO</b>	___ <b>MF/R TPO</b> ___ <b>Color</b>

## RESIDENTIAL LIFETIME MATERIAL WARRANTY

◀ Complete Registration Card and email to: warranty@flexmembranes.com

**FLEX MEMBRANE INTERNATIONAL ROOFING SYSTEMS**  
**ROOF MAINTENANCE, CARE REQUIREMENTS & RECOMMENDATIONS**

The Flex Engineered Roofing System that now covers your building is a state-of-the-art roofing system that requires very little attention. You have chosen a roofing system that when properly installed on a well designed and functioning building and when properly maintained, will provide years of service. Flex recommends to the building owner that they take the following actions.

**RECOMMENDATIONS**

**A. *REGULAR MAINTENANCE:***

- (1) The roof should be inspected at least twice yearly (in the Spring and Fall) and after any severe storms. Access to the roof should only be permitted to responsible personnel and a log kept of all times and parties working on the roof. Record maintenance procedures as they occur.
- (2) **All counterflashing metal work, equipment curb and supports, pitch pockets, caulking, grease guards, traps, secondary sheets, walkpads and any other rooftop accessories functioning in conjunction with the membrane roofing system must be kept properly maintained at all times. Have all drains and rainspouts cleaned on a regular basis provide for proper water runoff.**
- (3) **Materials should not be stored on the roof, and the building owner should remove broken bottles, metal, etc., and report all damage and vandalism to Flex Membrane International Corp. Do not permit smoking on the roof.**
- (4) **Regular cleaning and maintenance must be done in areas where contaminants potentially harmful to the roof system may accumulate. Contact the Flex Technical Department on additional preventative maintenance as exposure to certain chemicals could void the warranty.**
- (5) **The Flex Roofing System is designed to be a waterproofing membrane. Protective walkways must be provided if there is to be regular foot traffic on the roof for maintenance of equipment or any other reason.**

**B. *IN THE EVENT THAT YOU HAVE A LEAK:***

- (1) Determine the cause of the leak (it may be the result of a clogged drain, broken pipes, loose counterflashing, broken skylights, open grills or vents, damages or vandalism). Failure to determine the cause may result in a service charge fee.
- (2) Call the roofing contractor who installed the roof and send written notification to Flex Membrane International Corp. within 30 days of discovery, per the terms of your warranty.
- (3) Note conditions resulting in leakage. Heavy or light rain, wind direction, temperature and time of day that the leak occurs are all important clues to tracing roof leaks. Note whether the leak stops shortly after each rain or continues to drip until the roof is dry. By being prepared with the facts, the diagnosis and repair of the leak can proceed more rapidly.
- (4) If necessary, make temporary repairs as required.
- (5) Permanent repairs to the roofing system must be made by an approved Flex contractor with Flex products.

**NOTE**

- A.** It is the Owner's responsibility to provide easy access to the roofing membrane surface by removing or moving rooftop equipment, pavers, severely ponded water, snow or any materials that prevent complete investigation and repair.
- B.** Flex Membrane International Corp. supports and recommends following the guidelines for good roofing practices found in the Single Ply Roofing Institute (SPRI) Manual of Roof Inspection, Maintenance and Emergency Repair for Existing Single-Ply Roofing Systems and National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual.