

**15 YEAR QA PLUS WARRANTY
FOR NEW ROOFS**

WARRANTY NUMBER: 186318

OWNER: 995573 ONT. LTD.

FACILITY NAME: King Ross Court

FACILITY LOCATION: 67 King Street
Picton, ON K0K 2T0

ROOF DESCRIPTION: Roofs A, B, C

ROOF AREA: 9,600 square feet

INSTALLATION DATE: May 18, 2020

INSTALLATION PRICE: \$134,208.94

ROOFING SYSTEM: Single Ply TPO

INSTALLATION CONTRACTOR: French Brothers Roofing, 109 Parks Drive,
Belleville, ON K8N 4Z5

Tremco and the above-named Owner hereby agree that subject to the terms, conditions and limitations stated herein, Tremco will arrange for the repair (or replacement*) of any defective component in the roof system covered by this warranty which results in leakage of the roof system occurring during the warranty period. Tremco will also provide the following services to the Owner on the Roofing System on the building (hereinafter "TRS") for a period of fifteen (15) years from the date of the final inspection. TRS shall be defined as the weatherproofing assembly and its components, which includes the following: membrane, insulation, flashings and termination details as specified by Tremco. Caulkings and "paint-like" coatings are only covered by this warranty until the second anniversary of the date of the final inspection.

A. INSPECTIONS, HOUSEKEEPING AND PREVENTIVE MAINTENANCE

In year two (2), year five (5) and year ten (10) of this Warranty, Tremco shall provide roof inspections, preventive maintenance, and limited housekeeping services, except as excluded in Section C and Section D, on the TRS on a schedule to be agreed by Tremco and the Owner.

Roof inspection services are as follows:

1. Visual inspection of the roof membrane (**except inverted roofs**) and roof surface conditions.
2. Inspection of the flashing systems including, but not limited to, the metal edge system, base flashings on equipment and adjoining walls, counter flashing and termination details, soil stacks and vents, and inspection of rooftop projections, and equipment including, but not limited to, pitch pans, HVAC equipment, skylights, and access hatches.

* Tremco shall have the sole discretion as to whether any work undertaken in connection with this warranty is made by way of repair or by way of replacement.



Preventive maintenance services are as follows:

1. Metal edge flashing components - tears, splits, and breaks in the membrane flashings will be repaired with appropriate repair mastics and membranes.
2. Tears and splits in the flashing membrane will be repaired with appropriate repair mastics and membranes. Open split flashing strip-ins will be repaired with appropriate repair mastics and membranes. Unsecured rooftop equipment will be secured. Exposed fasteners will be sealed. Termination bar and counter flashings will be sealed.
3. Roof membrane maintenance repairs - tears, breaks, and splits in the roof membrane will be repaired with appropriate repair mastics and membranes. Splits and blisters, which threaten the roof integrity, will be cleaned, primed, and repaired with appropriate repair mastics and membranes. Metal projections (hoods and clamps) will be sealed. This Warranty does not include recoating of roof membranes.

General rooftop housekeeping services are as follows:

Care and maintenance guidelines include:

- * Regular ongoing inspection by the Owner - This will allow for implementation of good housekeeping practices and early detection of problems such as any physical damages.
- * Verification that no alterations or unauthorized repairs have been made to the roofing system.

If leaks occur or alterations are being considered, the Owner must notify Tremco in order for the proper authorized follow-up to be completed.

The Owner shall report all leaks which occur in the TRS within the Warranty period in writing to Tremco Ltd. at 220 Wicksteed Avenue, Toronto, Ontario M4H 1G7, as soon as possible (however, in no event more than thirty (30) days) after leakage is or should have been discovered. In no event is Tremco responsible for any repairs to any part of the building other than the TRS. The liability or expense for such repair is to be assumed and paid by the Owner. If the leak is not within the Warranty coverage, Tremco shall advise the Owner, and the Owner shall have repairs performed within thirty (30) days according to Tremco specifications by a Tremco certified or approved applicator. The Owner agrees to provide Tremco with unrestricted ready access to the TRS and all areas of the building on which the TRS is located.

D. WARRANTY EXCLUSIONS

This Warranty does not cover any leaks or damage or failure of the TRS or any part thereof as a result of:

1. Natural or accidental disasters including, but not limited to, damage caused by lightning, hailstorms, floods, hurricane force winds (74 mph or greater), tornadoes, earthquakes, fire, vandalism, animals, penetration of the membrane, or chemical attack by outside agents.
2. Use of materials not specified by Tremco.
3. Any intentional or negligent act on the part of the Owner or third party including, but not limited to, misuse, traffic, storage of or discharge of materials or effluent on the roof. Any repair of these items will be at Owner's expense.
4. Distortion, expansion or contraction of the TRS caused by faulty original construction or design of building components, including parapet walls, copings, chimneys, skylights, vents or roof deck.

E. WARRANTY LIMITATIONS

Tremco shall have no responsibility and or liability under this Warranty until all bills for installation, supplies, and services sold in connection with the TRS have been paid in full.

The Owner's rights under this Warranty are specific to the Owner and are not transferable.

Tremco's obligations under this Warranty may be voided by Tremco based on events described in Section D, change in usage of the building without the prior written approval of Tremco, repairs, alterations, penetrations of or attachments to the TRS without the prior written approval of Tremco, building settlement, deterioration, cracking or failure of the roof deck, coping and parapet walls, infiltration or condensation of moisture in, through or around walls, copings, underlying structure, hardware or equipment, or failure of the Owner to comply with its obligations described in this Warranty

F. OTHER TERMS

THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, OBLIGATIONS OR AGREEMENTS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY RIGHTS OR REMEDIES AGAINST ANY PERSON OR ENTITY UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE WITH RESPECT TO THE SALE OF GOODS AND/OR SERVICES. THE REMEDIES AND OBLIGATIONS STATED IN THIS WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES OF AND OBLIGATIONS TO THE OWNER FOR ANY AND ALL MATTERS ARISING WITH RESPECT TO OR IN ANY WAY CONNECTED WITH THE TRS, OR ITS COMPONENT PRODUCTS, OR ANY GOODS OR SERVICES RELATED THERETO, REGARDLESS OF THE SOURCE OR PROVIDER OF SUCH GOODS OR SERVICES. THE OWNER SHALL PROVIDE WAIVERS OF SUBROGATION UPON REQUEST. NO REPRESENTATIVE OF TREMCO LIMITED, OR ANY EMPLOYEE, AGENT OR AFFILIATED COMPANY ("AFFILIATE") HAS AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL TREMCO LIMITED OR ANY AFFILIATE BE LIABLE FOR ANY DAMAGE TO THE BUILDING ITSELF (OTHER THAN THE TRS), THE CONTENTS OF THE BUILDING, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE AGGREGATE LIABILITY OF TREMCO LIMITED AND ANY AFFILIATE SHALL NOT IN ANY EVENT EXCEED IN DOLLAR VALUE THE INSTALLED CONTRACT PRICE OF THE TRS AS IT APPEARS ABOVE. NEITHER TREMCO LIMITED OR ANY AFFILIATE SHALL 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.

The Owner agrees that this Warranty, and the services and remedies set forth herein, are exclusive, and there are no other Warranties between the Owner and Tremco or any affiliate.

TREMCO CANADA
ROOFING & BUILDING MAINTENANCE DIVISION

By: Clay Cyma

Title: Warranty Administrator

Date: 5/28/2020



Calgary	(403) 720-0110	Fax: (403) 720-0199
Edmonton	(780) 451-2651	Fax: (780) 454-1695
Halifax Dartmouth	(902) 468-6424	Fax: (902) 468-9377
Montreal	(514) 521-9555	Fax: (450) 655-9814
Toronto	(416) 421-3300	Fax: (416) 467-2453
Winnipeg	(204) 697-5620	Fax: (204) 275-1810
Vancouver	(604) 320-0554	Fax: (604) 291-9572

*For warranty enquiries or to report warranted roof problems
Please call or write to our Toronto Office*

Tremco Canada
220 Wicksteed Avenue
Toronto, Ontario
M4H 1G7
1-800-387-4650
Fax: (416) 467-2453