

NCFI ENDURATECH PREMIER ROOFING SYSTEM[™]

ENDURAROCK ROOF COVERING (TYPE I)

FIVE YEAR WARRANTY AGREEMENT WITH FIVE YEAR EXTENSION

This warranty is entered into by and between NCFI POLYURETHANES (a Division of Barnhardt Manufacturing Co., a North Carolina Corporation) with principal offices at 1515 Carter Street, Mt. Airy, North Carolina (herein referred to as NCFI) and _____ (hereafter referred to as OWNER.)
with principal offices at _____

NCFI warrants to OWNER the following:

- (1) That this warranty shall cover the NCFI ENDURATECH PREMIER ROOFING SYSTEM[™] which is located and described as follows:

Building Name: _____

Building Address: _____

Area of Roof: _____

Completion Date: _____

NCFI TIER ONE APPLICATOR: _____

with principal offices at _____

(NCFI TIER ONE Applicator is an independent contractor and is neither an employee nor an agent of NCFI.)

- (2) That this warranty shall be limited solely to the performance of the NCFI ENDURATECH PREMIER ROOFING SYSTEM Roof Covering applied to the roof structure, which is located and described above.
- (3) That NCFI warrants the NCFI ENDURATECH PREMIER ROOFING SYSTEM as applied to the roof as located above shall not leak water due to deterioration of the NCFI ENDURATECH PREMIER ROOFING SYSTEM from ordinary weathering for a period of FIVE years. This shall be from the original date of completion. Any damage to the roof not covered by this warranty would need to be repaired at the expense of the owner by an NCFI TIER ONE APPLICATOR according to NCFI specifications for this warranty to remain in effect.
- (4) That in the event water leaks shall occur due to defective foam and coating material in the NCFI ENDURATECH PREMIER ROOFING SYSTEM, except as expressly excluded herein, NCFI shall provide all such foam and coating material and labor to repair the defective area by an NCFI TIER ONE APPLICATOR as selected by NCFI and according to NCFI's instructions.
- (5) The OWNER is hereby granted an option to extend the FIVE YEAR WARRANTY AGREEMENT (which EXTENDED WARRANTY shall be subject to the same terms, limitations, and conditions of the FIVE YEAR WARRANTY), for an additional FIVE (5) year period commencing on the day of expiration of the FIVE YEAR WARRANTY AGREEMENT, provided the following conditions are met during the six month period immediately preceding the day of expiration of the FIVE YEAR WARRANTY AGREEMENT:
1. The OWNER shall notify NCFI Polyurethanes (NCFI), in writing, to arrange for a job site inspection by NCFI. The inspection shall be made within thirty days of NCFI's receipt of said written notification.
 2. NCFI will jointly inspect the roof with an NCFI TIER ONE APPLICATOR and prepare a list of maintenance and repairs required to extend the FIVE YEAR WARRANTY AGREEMENT. Based on this list, the NCFI TIER ONE APPLICATOR will submit a proposal, including warranty fees in effect at the time of the extension, to the OWNER to effect the maintenance and repairs.
 3. Within thirty days of receiving the proposal, OWNER shall contract with the NCFI TIER ONE APPLICATOR to effect all maintenance and repairs deemed necessary by NCFI as a result of the inspection. All such maintenance and repairs shall be completed by an NCFI TIER ONE APPLICATOR in accordance with NCFI's instructions and specifications.

4. After NCFI has verified that all such maintenance and repairs have been completed in a manner satisfactory to NCFI and that OWNER has paid for the contracted maintenance and repairs and warranty fees in effect at the time of the extension, NCFI will notify the OWNER and the NCFI TIER ONE APPLICATOR in writing that this warranty is extended for an additional five years.

This EXTENDED WARRANTY only becomes effective when the warranty fees and the maintenance and repair charges are paid in full to all parties and signed by an officer of NCFI.

OWNER agrees to the following conditions of warranty:

- (1) That in the event a water leak through the NCFI ENDURATECH PREMIER ROOFING SYSTEM shall occur in above described roof, OWNER shall notify NCFI and the NCFI TIER ONE APPLICATOR immediately so that an inspection can be made by NCFI and the APPLICATOR. If OWNER cannot reach NCFI or APPLICATOR by phone and if damage to the building or its contents is imminent, the OWNER may make temporary repairs provided that NCFI and APPLICATOR will not be held responsible for any damage done to the roof covering by others in performing such repairs.
- (2) That this warranty agreement is expressly in lieu of all other warranties and representations, expressed or implied and all other obligations or liabilities on the part of NCFI or the NCFI TIER ONE APPLICATOR. NCFI EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
- (3) That this warranty does not cover damage or failure of the NCFI ENDURATECH PREMIER ROOFING SYSTEM caused by or due to:
 - (a) Lightning, fire, violent weather, or other acts of God.
 - (b) Structural failures or breaks or openings occurring after final acceptance by settling, distortion or other extraordinary events.
 - (c) Penetrations caused by other parties including plant and animal life.
 - (d) Surface alteration or excessive unintended use or abuse including constant flowing or standing water.
 - (e) Failures of expansion joints, flashings, or metal work.
- (4) That any foam surface or other surface covered or coated with any material other than that specified in the NCFI ENDURATECH PREMIER ROOFING SYSTEM application procedures is not covered by this warranty.
- (5) That NCFI and the NCFI TIER ONE APPLICATOR shall not be responsible in any way for any damage caused to the building or any of its contents by reason of any failure of the NCFI ENDURATECH PREMIER ROOFING SYSTEM Roof Covering it being the intention hereof that the full extent of NCFI's obligation hereunder is provision of additional foam and coating material, if required, sufficient to repair any failure in the NCFI ENDURATECH PREMIER ROOFING SYSTEM Roof Covering, all as provided for herein and the application of the above material.
- (6) That NCFI or its representative shall have access to the roof for inspection during the OWNER's normal working hours.
- (7) That any change in the use of the structure other than that which the structure was intended, voids this warranty unless such change is approved in writing by NCFI.
- (8) That any notice required to be given under the terms of this Warranty Agreement shall be deemed sufficiently given if mailed postage prepaid registered mail, return receipt requested to NCFI or NCFI TIER ONE APPLICATOR.
- (9) That prior to signing this Warranty Agreement, OWNER has examined the NCFI ENDURATECH PREMIER ROOFING SYSTEM Roof Covering and has accepted same.
- (10) That this warranty only becomes effective when the full contract price of the installation is paid in full to all parties and signed by an officer of NCFI.

In witness whereof, the parties have executed this Warranty Agreement (hereinafter referred to as the "Warranty Agreement") on this _____ day of _____, 20____.

OWNER _____
by _____
Authorized Representative

NCFI TIER ONE APPLICATOR _____
by _____
Authorized Representative

NCFI POLYETHYLENE _____
by _____
Authorized Representative

SAMPLE

