

## **Material Warranty for T. Clear Roofing Products**

For a period of twenty years, commencing with the date on which the roof described herein (the "Roof") is completed, CLEAR warrants that the LIGHTGUARD®/HEAVYGUARD® Products installed said roof will:

1. Retain at least eighty percent of its thermal resistance.
2. Retain the concrete covering.

In the event the Product does not so perform, CLEAR will, at its own expense, cause to be made the repairs necessary to enable the Product to perform as warranted in a reasonable period of time. Total labor and materials expense for the life of this Warranty will be limited to the original cost of the Product, prorated over the years of service of the Product. These repairs or modifications are CLEAR's sole and exclusive obligations and are undertaken in lieu of all other warranties, express or implied, except those which may be imposed by some states' laws.

### **Conditions**

CLEAR's obligations under this Warranty will only take effect if the owner notifies CLEAR promptly by telephone (800-544-7398), and within thirty business days in writing, of any failure of the Product to perform as warranted herein. By giving notice of a Roof problem, the owner authorizes CLEAR to engage a CLEAR approved roofing contractor on the Owner's behalf to investigate the problem. Should the investigation reveal the problem to be outside the scope of this Warranty, investigation and repair costs shall be paid by the Owner.

The Owner is responsible for completing regular inspection of the Roof system at least twice per year, and after any severe weather conditions in accordance with at least CLEAR's guidelines for maintaining and repairing the perimeter securement system to ensure its integrity, or at CLEAR's sole discretion, this warranty will be void.

Any repair to or modification of the Product, whether or not by a CLEAR approved roofing contractor will void this Warranty unless CLEAR has been given thirty days' advance written notice, or, in the event of an emergency requiring immediate repair, the earliest possible notice by telephone, to permit CLEAR at its discretion to arrange to monitor the repair or modification.

If any repair or modification of the Product is continued despite objections from a CLEAR representative that the work being done does not meet at least the CLEAR's guidelines for the installation of the product, this Warranty will be void.

If any CLEAR representative is denied the opportunity to inspect the Roof at any reasonable time after its installation but during the term of this Warranty, this Warranty will, at CLEAR's sole discretion, be void.

If any portion of the Product is subsequently determined to have been installed, repaired or modified other than at least in compliance with CLEAR's guidelines, and CLEAR has issued no written waiver for such noncompliance, this Warranty will be void.

Any use of the Roof or the building for any purpose other than those stated herein without prior written agreement by CLEAR may, at CLEAR's discretion, void this Warranty.

Should the owner wish to investigate the thermal resistance of the Product, the Product shall be tested according to ASTM C518-85, or such other test method as CLEAR in its sole discretion.

## Exclusions

CLEAR assumes no liability for any damages resulting from the failure of the waterproofing system, including the membrane, nor shall CLEAR be liable for any repair or replacement thereof. CLEAR does not warrant the compatibility of liquid, sheet or existing membranes with the Product. Compatibility is the sole responsibility of the Owner.

CLEAR assumes no responsibility for any damage to the Roof or to the Product where billowing of the membrane has occurred.

CLEAR assumes no responsibility for determining whether the building is capable of supporting the design load of the Roof system, including the Product.

CLEAR assumes no responsibility for the design of the Roof system.

Nothing in this Warranty shall be construed to give any person other than the owner any legal or equitable right, remedy or claim this Warranty being for the sole and exclusive benefit of the owner.

CLEAR assumes no liability for failure of the Product and top covering to perform as warranted due to:

- A. Natural disasters such as, but not limited to, windstorm with Roof level gust winds in excess for the lesser of (1) 90 mph or (2) the maximum gust wind speed for which a single ply membrane manufacturer's warranty applies, flooding, lightning, fire and earthquakes;
- B. Structural defects of the building;
- C. Abnormal use or abuse of the building or the roof, or
- D. The acts of anyone but the contractor authorized by CLEAR for work on the roof.
- E. Additional exclusion(s), if any.

THIS WARRANTY IS IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS, AND SHALL NOT BE EXTENDED OR ALTERED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY CLEAR AND THE OWNER. THERE ARE NO WARRANTIES OR GUARANTEES, WHICH EXTEND BEYOND THE DESCRIPTION, SET FORTH IN THIS WARRANTY. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND T. CLEAR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO THE BUILDING ON WHICH THE COMPONENTS OF THE ROOF ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, OR TO ANY OTHER PROPERTY OR PERSONS.

NOTIFICATION: Upon any failure of the Product to perform as warranted, contact CLEAR immediately with written confirmation within 30 business days, at: P.O. Box 416, 3255 Symmes Road, Hamilton, Ohio 45012. Telephone # 800-544-7398.

T. Clear Corporation

Jason Clear  
Technical Director

LIGHTGUARD®/HEAVYGUARD® is a Trademark of T. CLEAR CORPORATION

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