

Total Performance **WARRANTY** for T. Clear Roofing Products

For a period of ten (10) years from the date of completion (_____), Clear warrants:

- a) that the roof will remain in a water-tight condition; and
- b) that the **LIGHTGUARD®/HEAVYGUARD®** ballasted product will remain on the roof; and
- c) that the insulation of the **LIGHTGUARD®/HEAVYGUARD®** ballasted product will retain at least eighty (80%) percent of its thermal resistance; and
- d) that the concrete topping will remain attached to the insulation of the **LIGHTGUARD®/HEAVYGUARD®** product; and
- e) that the Styrofoam RM under the **LIGHTGUARD®/HEAVYGUARD®** will retain at least eighty (80%) percent of its thermal resistance.

If the roof system fails to so perform, Clear will, at its own expense, make repairs or modifications to the roof to perform as warranted.

CONDITIONS

Clear will be obligated only if the Owner notifies Clear in writing, within thirty (30) days of any failure of the roof to perform as warranted.

The Warranty is void if:

- a) the performance of the roof is impaired by alterations or repairs made to the roof without Clear's written approval;
- b) work is done on the roof by a roofer other than a Clear Authorized Roofer;
- c) use of the roof is other than as described herein;
- d) if a problem is outside the scope of this Warranty and the associated investigation and repair costs incurred by Clear are not paid by the Owner;
- e) a change in the usage of the building without the written approval by Clear;
- f) there is a change in ownership and/or usage; and the new owner has not signed an assumption agreement of the terms and conditions herein.

EXCLUSIONS

Clear will not be liable for failure of the roof to perform as warranted due to:

- a) the structure not being capable of supporting the design loads of the roof;
- b) natural disasters such as; windstorms with wind gust speeds in excess of ninety (90) miles per hour, flooding, lightning, fire and earthquakes;
- c) hail, except where water-proof covering is overlaid by **LIGHTGUARD®/HEAVYGUARD®**;
- d) structural defects of the building;
- e) the acts of anyone but a Clear Authorized Roofer, authorized by Clear for work on the roof;
- f) leaks caused by water entering from structures adjacent to the roof.

THIS WARRANTY AGREEMENT 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 AGREEMENT.

This Warranty Agreement is in effect upon receipt by Clear of agreement signed by an authorized party for both Clear and the Owner. If this Warranty is not returned signed to Clear within sixty(60) days of receipt, Clear reserves the right to inspect the roof, at Owners cost, before accepting or rejecting the same for Warranty.

THE T. CLEAR CORPORATION
BY _____
TITLE _____
DATE _____

BUILDING OWNER
BY _____
TITLE _____
DATE _____

T. Clear Corporation JOB NO. _____

General Information

Building & Address: _____

Owner Name & Address: _____

Owner's Representative: _____ ph# _____ fx# _____

Architect: _____ ph# _____ fx# _____

General Contractor: _____ ph# _____ fx# _____

Clear Authorized Contractor: _____ ph# _____ fx# _____

Clear Advisor: _____ ph# _____ fx# _____

Sales Agent: _____ ph# _____ fx# _____

Description of Roof

Type of Roof: New _____ Tear-Off _____ Recover _____ Retrofit _____
Other _____

Deck Type: _____ Slope _____ in/ft Area _____ sq ft

Air Barrier Type & Attachment: _____

Insulation Below Membrane:

Insulation Type: _____ Thickness _____ in "R" Value _____

Parapet Termination: Counterflash Type: Surface Mount _____ Reglet _____ Thru-Wall _____ Other _____

Drainage: Interior _____ Scuppers _____ Gutters _____

Other: _____

Securement Data Per T. Clear Publications

Design Wind Zone: _____ mph

Terrain: Urban _____ Open _____ Other: _____

Deck Height Off Ground: _____ ft

Minimum Height: Parapet _____ in Gravel Stop _____ in

Determined Range Securement: Range 1 _____ Range 2 _____ Range 3 _____ Other _____

Securement Type: Paver _____ Weight _____ Size _____ Metal _____ GA _____ Type _____

Other: _____ Fastener Type: BULB TITE _____ FAB LOC _____ TPR Rivet _____

Description of Roof Warranted

HEAVYGUARD®: Nominal: 2 in. R-10 3 in. R-15 Area sq.ft. _____

LIGHTGUARD®: Nominal: 2 in. R-10 3 in. R-15 Area sq.ft. _____

BALLASTED PMR other than LIGHTGUARD/HEAVYGUARD:

Stone Area sq.ft. _____ Paver Area sq.ft. _____

Warranty: 10 Year Total Performance ; Limited ; Other _____

Extended Warranties: 15 Year or 20 Year Total Performance; or Wind _____ MPH

Membrane Type: _____ Mfg. _____ TCC Spec. Number _____

Flashing Type: _____ Length _____ ft. Mfg. _____ TCC Spec. Number _____

Insulation Above Membrane Other than LIGHTGUARD®: RM: Nominal: 2 in. R-10 , 3 in. R-15

Use of Building: _____

Use of Roof (If other than weatherproofing): _____

Interior Building Conditions (If other than 65° - 76°F, Humidity less than 50%): _____

® Registered Trademark of T. CLEAR CORPORATION

Revised 04/02/98

**T. CLEAR CORPORATION PROTECTED MEMBRANE ROOF
SYSTEM WARRANTY AGREEMENT NUMBER _____**

NOTE: Should the roof fail to perform as warranted,
call Clear, with written confirmation to be mailed
within thirty (30) days, to:

**T. Clear Corporation
P.O. Box 416
Hamilton, Ohio 45012.
Phone: (800) 544-7398**

Limited **WARRANTY** for T. Clear Roofing Products

For a period of ten years, commencing with the date on which the roof described herein (the “Roof”) is completed, CLEAR warrants that the **LIGHTGUARD®/HEAVYGUARD®** Products installed by a T. Clear Authorized Contractor on said roof will:

1. Retain at least eighty percent of its thermal resistance,
2. Retain the concrete covering,
3. Remain on the roof for the designed wind speed and zone when secured per T. Clear Technical Data Sheets 4.4 and 4.3.2 and Tech Note 20.

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 building’s Owner (The “Owner”) notifies CLEAR promptly by telephone (1-800-544-7398), 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 Roof or 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, 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 Roof or Product is continued despite objections from a CLEAR representative that the work being done does not meet at least 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 may approve.

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 membrane manufacturer or 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.

CLEAR does not assume any liability for any incidental or consequential damages. Some states do not allow the exclusion of incidental or consequential damages, so the above exclusion may not apply to you.

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.

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

Total Performance Season After Season



With
Total Performance Warranties
From T. Clear Corp.





In a T. Clear Protected Membrane Roof System, the waterproof membrane is protected from damage caused by ultraviolet radiation, thermal shock, wind, hail, caustic smog, maintenance traffic and, even, vandalism. Season after season, year after year.

But, the protection doesn't stop there.

T. Clear Corp. offers the first series of single-source, no dollar-limit, extended warranties in the industry

Total Performance Warranties. To insure water tightness, insulating value and product integrity.

What Is A Total Performance Warranty?

In a Total Performance Warranty, T. Clear assumes responsibility for the total roof system. T. Clear doesn't warranty just the membrane or the ballast or the insulation, they guarantee that the total system that you install on your roof will perform for years to come. That's a **Total Performance Warranty**.

If you have trouble with your roof for any reason, you won't have to play referee while one manufacturer or contractor after another denies responsibility for his product or workmanship. While your roof is still leaking, T. Clear will fix your roof and ask questions later.

How Can T. Clear Do That?

Protected Membrane Roof (PMR) Systems are engineered to last. By placing the waterproof membrane beneath the insulation, the membrane is protected from the damaging forces of nature, such as ultraviolet radiation

and harsh temperature swings. The ballast protects the membrane from physical abuse caused by dropped tools, maintenance traffic and hail. And careful engineering keeps the system on your roof during strong winds.

T. Clear Corp. has over 20 years experience with PMR's, starting with the manufacturing of Lightguard Ballasted Roof Insulation. Over that span of time, they have seen that a waterproof membrane in a properly-installed PMR system will stay as pliable and effective as the day it went down. Even after 20 years.

To assure you of similar long-term performance, T. Clear Protected Membrane Roof Systems are sold only by authorized agents and installed only by T. Clear approved contractors. And your roof system is inspected at regular intervals by a nationwide network of independent advisors. Even before the installation begins.



The 10-Year Limited Warranty

T. Clear Corp. issues a 10-year limited warranty with each system it sells. The price of the warranty is included in the price of the system. This warranty insures that your system will:

- stay in place on the roof in winds up to 90 mph
- retain 80% of its R-value for 15 years

In a T. Clear PMR using Lightguard PMR Insulation panels, the 10-year limited warranty also insures that:

- the Lightguard panels will not delaminate or deteriorate

Total Performance Warranties

T. Clear Corp. also offers a series of extended warranties — **Total Performance Warranties** — that include warranties for **10, 15, and 20 years** and for **winds up to 100 mph, 110 mph and 120 mph**. All Total Performance Warranties are single source and are backed by T. Clear Corp. In most cases, the desire for an extended warranty of any kind must be made at the time of the Notice Of Award. This is done so that during the Pre-Job, Job Start-Up and Job Completion inspections, the independent inspector/advisors can examine the systems to be sure that they have been engineered and installed for higher wind speeds and/or longer life. These inspections are a necessary part of all T. Clear installations.

Wind Warranties of 100, 110 & 120 mph

Extended warranties to cover wind speeds of 100, 110 or 120 mph are available from T. Clear Corp. and cover a 10-year period for an additional cost of \$0.10 per sq. ft. To be covered by this extended warranty:

- the roof system must be designed for the next highest wind rating — designed for 110 mph wind for an 100 mph warranty, etc.
- the desire for such warranty must be included in the Notice Of Award, so that the system can be engineered for the higher rating
- all inspections must be adhered to and the inspector must approve the installation



10-, 15- And 20-Year Extended Warranties

T. Clear Corp. offers 10-, 15-, and 20-Year Total Performance Warranties. These extended warranties are available only on systems shown in Table 1. The cost of a 10-year extended warranty is an additional \$0.12 per



sq. ft., a 15-year extended warranty is an additional \$0.17 per sq. ft., and a 20-year extended warranty is an additional \$0.22 per sq. ft. Charges for extended warranties will be collected at the completion of the roof system installation. To maintain these costs, the extended warranties must be included in the Notice Of Award, before the job begins so that the installation can be designed for longer life expectancy.

To be covered by these extended warranties:

- the system must be designed and installed in accordance with 10-, 15- or 20-year specifications provided by T. Clear Corp.
- standard inspection procedures must be done on the job
- the roof system will be inspected by a T. Clear representative at the 10-year mark. Any maintenance (weed control, etc.) or repair, not covered by the Total Performance Warranty, needed at this time will be listed and is the responsibility of the building owner. At this time, the roof will be photographed and recorded, with no further inspections scheduled

Any deficiencies of the total roof membrane, associated assemblies or the Lightguard product (where applicable) will be repaired by T. Clear at their expense at the time of the 10-year inspection.

The building owner will be responsible for making yearly inspections of the system during the length of the warranty period and keeping a maintenance log provided to the owner by T. Clear. All costs for inspections and repairs not covered by the warranty will be the responsibility of the building owner.

Table 1. Assemblies Accepted by T. Clear for 15-Year and 20-Year Extended Warranties

Deck Type ↗ Membrane ↘	Metal Deck	Monolithic Concrete	Panel Concrete	Wood Deck	Wood Fiber	Insulated Concrete	Existing System
Fully-Adhered							
Fiberglass B.U.R.	Approved S-BA-3-AD	Approved C-BA-3-AD	Approved P-BA-3-AD	No	No	No	No
Modified Bitumen	Approved S-MB-2-AD	Approved C-MB-1-AD	Approved P-MB-2-AD	No	No	No	No
Single-Ply EPDM	Approved S-TS-1-AD	Approved S-TS-1-AD	Approved P-TS-1-AD	No	No	No	No
Mechanically Attached							
No Extended Warranties							
Loose-Laid							
Single-Ply EPDM	Approved S-TS-1-LL	Approved C-MB-TS(P)1-LL	Approved P-TS-1-LL	Approved W-TS-1-LL	Approved F-TS-1-LL	Approved I-TS-1-LL	No

Limitations and Exceptions

Protected Membrane Roof Systems are carefully engineered to last. Problems occur when standards of design and installation are not adhered to. As a result, T. Clear Corp. limits extended warranties to systems:

- that are approved by T. Clear Corp.
- where the dewpoint remains above the membrane
- that are properly secured with stainless steel, Galvalume®, or Zinalume® (Note: Galvalume is zinc and aluminum-coated steel)
- where flashings are covered with Lightguard, stainless steel, Galvalume®, or Zinalume® (Note: Does not include pavers)
- that have no areas greater than 10 sq. ft. that do not drain within 48 hours after a rainfall
- in which the membrane is not primarily PVC

T. Clear Corp. will offer extended warranties only for:

- buildings that normally operate at temperatures above 40°F and below 90°F or at relative humidities below 75%
- systems shown in Table 1 (Note: Excludes pulp and paper mills)

In any case, the owner must agree to pay warranty fees up front and conduct at least one roof inspection per year and make any repairs noted during any T. Clear inspections that are not the responsibility of T. Clear. If a building with a T. Clear warrantied roof is sold or its use transferred, the warranty will be reviewed and may or may not be transferred.

You will want to establish a regular maintenance program for your roof system. Your T. Clear agent or the tech support staff at T. Clear can help you with this. They are also available to consult on any repairs, tie-ins or installations on your existing roof surface. By using their services, you could prevent problems caused by incorrect installations that could void your warranty.



P.O. Box 416
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Fax 513-870-9606