

DECKSEAL SELF-ADHERED ROOFING SYSTEM

Material and Labor Limited Warranty

Thank you for your recent purchase of DeakSeal Self-Adhered Roofing System product manufactured by Owens Corning Roofing and Asphalt, LLC ("Owens Corning"). If anything in this Limited Warranty is not clear to you, please call us at 1-800-ROOFING for more information.

TABLE 1

DeckSeal SBS Mod Bit Self-Adhered Roofing System Limited Warranty	
Roof System Configuration*	**Warranty Term**
1 Layer: DeckSeal SA SBS Cap	No Warranty Coverage
2 Layer: DeckSeal MA NailBase, DeckSeal SA SBS Cap	12 Year
2 Layer: DeckSeal SA Base/Ply, DeckSeal SA SBS Cap	15 Year
3 Layer: DeckSeal MA NailBase, DeckSeal SA Base/Ply, DeckSeal SA SBS Cap	15 Year
3 Layer: DeckSeal SA Base/Ply, DeckSeal SA Base/Ply, DeckSeal SA SBS Cap	20 Year

* FR (Fire Rated) versions of components have the same warranty term as standard constructions

WHAT IS COVERED:

To be entitled to the benefits of this Limited Warranty (1) your property must be located in the United States or Canada and (2) you must be the original consumer purchaser (i.e. the property owner, not the installer or contractor) of the applicable Owens Corning roof member product ("Owner"). "Product" shall mean: DeckSeal MA NailBase, DeckSeal SA Base/Ply (self-adhered), and DeckSeal SA SBS Cap (self-adhered). The coverage for the Product offered by this limited warranty depends on the structure of which the Product is installed and the Owner of the structure. The warranty below applies only to single-family detached homes where the Owner is the resident occupying the home. In the instance of Product purchased or installed upon property owned by others, for example, corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowners' associations, or cooperative housing arrangements, or installed on any other structures (for example, on apartment buildings or any other type of building or premises not used by individual homeowners as their residence), the warranty will cover up to a maximum of 30 squares (3000 SF).

Owens Corning warrants to the Owner that the Owens Corning® Product, subject to the limitations above, are free from manufacturing defects that cause leaks for the period of years from the date of original installation of the Product, based on the matrix in Table 1.

Owens Corning's sole responsibility for breach of this limited warranty is, at Owens Corning's sole option, to provide Product to repair or replace that portion of the Products that Owens Corning determines leaks due to a manufacturing defect. Repair or replacement of the roof deck or other materials other than the Products is expressly NOT included. Labor is expressly NOT included. Owens Corning's maximum liability, under any circumstances, shall not exceed the cost of the defective Product at the time of the claim, excluding all installation related labor costs, costs of flashing, metal work, or other materials not supplied or furnished by Owens Corning.

Owens Corning's maximum liability during the first one (1) year is the original cost of the Product only. After the first one (1) year, Owens Corning will provide prorated compensation of the cost of the defective Owens Corning® Product, but no other costs will be covered, and we will take into account the number of full years of use the Owner has enjoyed from the original installation date through the date of claim and reduce the amount of compensation accordingly. After the first one (1) year, Owens Corning's maximum liability is the original cost of the Products reduced by 8.33% per year for the 12 year warranty; 6.67% per year for the 15 year warranty; and 5.00% for the 20 year warranty and further reduced by any cost previously incurred by Owens Corning for the repair or replacement of any Owens Corning Product under this warranty at the time of purchase. Any such repair or replacement to remedy leakage shall be owner's SOLE AND EXCLUSIVE REMEDY against Owens Corning. Owens Corning reserves the right to arrange direct payment for the repair or replacement of Product instead of compensating directly. All terms and conditions under this warranty will be governed under Ohio Law.



ADDITIONAL COVERAGE FOR LABOR COSTS:

If the following eligibility requirements are met, Owens Corning's sole responsibility for breach of this limited warranty is, at Owens Corning's sole option and subject to certain limitations, to repair or replace, including labor, that portion of the Products that Owens Corning determines leaks due to a manufacturing defect.

To be eligible for this additional labor cost coverage, Owner **MUST** fulfill these requirements:

1. Owner's roof **MUST** have your Products installed by an Owens Corning Roofing Preferred or Platinum contractor;
2. Owner **MUST** have either an Owens Corning Roofing Platinum Protection Limited Warranty, a Preferred Protection Limited Warranty, or a System Protection Limited Warranty being registered on the same property contemporaneously with the issuance of this limited warranty;
3. Owner's installer **MUST** register this limited warranty within sixty (60) days of installation. If this limited warranty is not registered within sixty (60) days of installation, Owens Corning reserves the right to not issue this additional limited warranty coverage.

Repair or replacement of the roof deck or other materials other than the Product is expressly NOT included. Owens Corning's maximum liability, under any circumstances, shall not exceed the cost of the defective Product at time of claim, including the related labor costs of installing the membrane, but excluding the costs of flashing, metal work, or other materials not supplied or furnished by Owens Corning.

Owens Corning's maximum liability during the first one (1) year is the original cost of the Product and the related labor costs of repairing or replacing the Product. After the first one (1) year, Owens Corning will provide prorated compensation of the cost of the defective Owens Corning® Product, and the related labor costs of repairing or replacing the Product, but no other costs will be covered, and we will take into account the number of full years Owner enjoyed from the original installation date through the date of claim and reduce the amount of compensation accordingly. After the first one (1) year, Owens Corning's maximum liability is the original cost of the Products and the related labor costs of repairing or replacing the Products reduced by 8.33% per year for the 12 year warranty; 6.67% per year for the 15 Year warranty; and 5.00% per year for the 20 Year warranty and further reduced by any cost previously incurred by Owens Corning for the repair or replacement of any Owens Corning Product under this warranty at the time of purchase. Any such repair or replacement to remedy leakage shall be owner's SOLE AND EXCLUSIVE REMEDY against Owens Corning.

EXCLUSIONS FROM COVERAGE:

This limited warranty does not cover damage to the Products due to any cause not expressly covered herein.
This limited warranty does **NOT** cover conditions other than leaks and does **NOT** cover leaks caused by any of the following:

1) Damage by unusual weather conditions, including but not limited to lightning, hail, wind storms, floods, hurricanes, tornadoes, wind launched debris, earthquakes or similar natural causes;
2) Damage by willful or negligent acts, fire, vandalism, or other misuse;
3) Damage by use of materials not furnished by Owens Corning;
4) Lack of proper roof maintenance;
5) Damage by structural failure, including, without limitation, settling or shifting of the building, or movement, cracking, or deflection of the roof deck, roof substrate, roof insulation, building design or construction, inadequate attic ventilation;
6) Damage by any chemical condition, or traffic or storage of materials or infiltration of condensation or moisture in, through or around the walls, coping, building structure of the underlying or surrounding areas;
7) Alterations or repairs made on or through the roof or objects (including, without limitation, machines, structures, fixtures, or utilities) that are placed on the roof without prior written authorization of Owens Corning;
8) Metal work or other materials not furnished by Owens Corning and used in the roofing system resulting in leaks;
9) Poor workmanship in the original application of Products as determined in Owens Corning's sole judgment;
10) Failure to utilize Owens Corning's latest instructions and recommendations as to installation procedures;
11) Damage resulting from lack of positive, proper or adequate drainage;
12) Damage or injury arising in any way from an actual or alleged discharge or release of any pollutant or waste, environmental or airborne contaminates;
13) Blisters in the Product that have not resulted in leaks.

TRANSFERABILITY OF THIS LIMITED WARRANTY

(Note: Based on Original Installation Date)

Owner can transfer this limited warranty 1 time, anytime during the life of the limited warranty. For this limited warranty to be transferred, the new Owner must contact 1-800-ROOFIING | 1-800-766-3464 within 60 days after the date of the real estate transfer together with payment of the applicable transfer fee to obtain the benefits of this limited warranty. Proof of purchase of the Owens Corning® Product, ownership history and the installation date must be submitted at the same time. This limited warranty is void if not transferred in accordance with this provision.

NO MODIFICATIONS TO THIS LIMITED WARRANTY

The terms of this limited warranty may not be waived or modified (whether by a statement, omission, course of dealing, or any act). This limited warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations, and guarantees.

CLAIM PROCESS

In the event of a leak through the Owens Corning Products, Owner MUST notify Owens Corning within 30 days of discovering the leak or Owens Corning will have NO responsibility under the terms of this limited warranty. Owner can make a claim by calling 1-800-ROOFING or visit http://www.owenscorning.com/roofing. To fully evaluate we will have to investigate the cause of the leak either by (i) having Owner provide, at Owner's expense, samples of the Products installed on Owner's roofor (ii) by providing pictures of the area(s) of concern. At Owens Corning's discretion, an inspection may also be necessary . Replacement Owens Corning Products will be warranted only for the balance of the original limited warranty term of the Owens Corning Products that have been replaced. Owens Corning reserves the right to arrange directly for Owner's Products to be repaired or replaced instead of compensating Owner directly. If Owner repairs or replaces Products before Owens Corning has made a determination on claim, the claim may be denied.

MANDITORY ARBITRATION

To the extent permitted by applicable law, Owens Corning and Owner agree to single arbitration of all disputes and claims arising out of or relating to this Limited Warranty ("Dispute"). This Limited Warranty evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate ("Notice"). The Notice to Owens Corning should be addressed to: One Owens Corning Parkway, Toledo, Ohio 43659 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the claim within 30 days after Notice is received, a party may commence an arbitration proceeding. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this Limited Warranty. The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Limited Warranty, and shall be administered by the AAA.

OWNER AND OWENS CORNING HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY.

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

OWNER AND OWENS CORNING MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, Owner agrees that the arbitrator may not consolidate proceedings of more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

GOVERNING LAW AND FORUM

This Limited Warranty and all Disputes are governed by the United States federal laws and laws of Ohio. Subject to the "Arbitration" provision in this Limited Warranty, if there are any Disputes that cannot be arbitrated, then the parties consent to the exclusive jurisdiction and venue of the state and federal courts in Ohio with respect to such Disputes.

SAVINGS AND SEVERABILITY

To the extent that this Limited Warranty is inconsistent with applicable law, this Limited Warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this Limited Warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this Limited Warranty to affect the original intent of the parties as closely as possible while rendering the term and this Limited Warranty fully legal and enforceable. If a term in this Limited Warranty cannot be rendered legal and enforceable accordingly, the parties intend for the arbitrator or court to sever the illegal or unenforceable term from this Limited Warranty, leaving the remainder of this Limited Warranty enforceable.

LIMITATIONS

THIS LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER BY STATUTE, AT LAW OR IN EQUITY AND IS LIMITED IN LENGTH TO THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE UNLESS A SHORTER PERIOD IS PERMITTED BY LAW.

THIS WRITTEN LIMITED WARRANTY IS OWNER'S EXCLUSIVE WARRANTY FROM OWENS CORNING AND REPRESENTS THE SOLE REMEDY TO OWNER. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN. IN NO EVENT SHALL OWENS CORNING BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND INCLUDING DAMAGE TO OWNER'S STRUCTURE OR TO STRUCTURE'S CONTENTS WHETHER FOR BREACH OF THIS LIMITED WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER CAUSE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Owner. This limited warranty gives Owner specific legal rights, and Owner may have other rights which vary from state to state.

Owner Name	Owner Address	Owner Email	Owner Phone
	Property Name	Property Address	
Roof Contractor Name	Roof Contractor Address	Roof Contractor Email	Roof Contractor Phone
# of Squares	Slope	Color	Type of Deck

Owens Corning® DeckSeal Products Used: ❑ DeckSeal MA NailBase ❑ DeckSeal SA Base/Ply Sheet (self-adhered) ❑ DeckSeal SA Cap Sheet (self-adhered)

Description of Building Use: ❑ Single Family ❑ Barn ❑ Garage ❑ Commercial Building ❑ Other

Install Date | Supplier Where Purchased

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