



#3634
Closed location

TPO ROOFING SYSTEM WARRANTY

WARRANTED SYSTEM: The System consists of GenFlex brand membrane, GenFlex brand components including: insulation, fasteners, adhesives sealants, flashings fastener plates metal bars, edge metal and related GenFlex brand accessory items used in accordance with GenFlex Roofing Systems published written technical specifications.

COVERAGE: GenFlex Roofing Systems, LLC ("GenFlex"), warrants to the building owner ("Owner") named below, subject to the terms, conditions, and limitations set forth herein, that for the period in which this GenFlex Warranty is effective, GenFlex will repair any leak in the GenFlex Roofing System ("System") on Owner's Building at the address shown below caused by a defect in the GenFlex brand material, or workmanship within the scope of this warranty.

TERMS, CONDITIONS, AND LIMITATIONS

- INSTALLER:** Installation of the System must be by the Licensed GenFlex roofing contractor named below.
- ROOF ACCESS:** During the term of this warranty, GenFlex employees and/or designated representatives shall have free access to the roof for inspection, audit, or repair purposes during normal business hours.
- ROOF MODIFICATION:** Owner shall obtain GenFlex's written approval before making any alterations to the roof system or installing any structures, fixtures, or utilities on or through the roof. This includes modification of the GenFlex roof system to serve as a support platform for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios, and areas intended for public access. Roof modification approval typically requires owner sponsored enhancement of the roof system to meet additional performance requirements to ensure service life following the proposed modification. GenFlex is the sole judge of whether or not enhancements to the roof system are required. Failure to obtain GenFlex approval for a roof modification will result in invalidation of this warranty.
- NOTICE:** Owner shall provide GenFlex with written notice of any leak in the roof and of any claim under this warranty within thirty (30) days of the discovery of the leak. Such notice shall be given by certified mail to GenFlex Roofing Systems LLC, Warranty Services Department 250 W 98th St., Indianapolis, IN 46260 USA. If GenFlex's investigation of any claim under this warranty reveals that GenFlex is not responsible under the terms of this warranty for owner's claim, owner shall promptly reimburse GenFlex the investigation and repair costs incurred by GenFlex as well as any applicable current service fee related to processing a non-warranted, or split responsibility claim.
- REMEDY:** The remedy stated herein is the **SOLE AND EXCLUSIVE REMEDY** for failure of the System. ~~GENFLEX SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO INJURY TO ANY PERSON OR DAMAGES TO THE BUILDING OR THE CONTENTS OF THE BUILDING, INCLUDING ANY SUCH DAMAGES RELATING TO THE PRESENCE OF MOLD, MILDEW OR ANY OTHER MICROBIAL GROWTH, ROOTS, ELECTRICAL CURRENT - FIELDS - SHOCK OR ELECTROCUTION.~~
- ATTACHMENT:** ~~THERE ARE NO EXPRESS WARRANTIES EXCEPT AS STATED HEREIN, AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. NO REPRESENTATIVE HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED HEREIN.~~
- EXCLUSIONS:** GenFlex shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by:
 - Natural forces, disasters, or acts of God, including, but not limited to winds in excess of 54 MPH, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation;
 - Any act(s), conduct or omission(s) by any person, or act(s) of war, terrorism, vandalism, or civil disturbance, which damage the System or which impair the System's ability to resist leaks;
 - Failure by the Owner or lessee to use reasonable care in maintaining the roof, including but not limited to the requirements identified on the reverse side of this warranty titled "Maintenance & Care Requirements";
 - Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.;
 - Condensation;
 - Moisture or water infiltration in, through, or around the walls, copings, rooftop, hardware or equipment, building structure or underlying or surrounding materials;
 - Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the System, which damages the System, or which impairs the System's ability to resist leaks;
 - Alterations or repairs to the System that are not completed in accordance with our published specifications, not completed by a licensed GenFlex contractor, and/or where current notification procedures were not followed;
 - The architecture, engineering, construction, or design of the roof, roofing system, or building. GenFlex does not undertake any analysis of accessories caused by marine salt water atmosphere or by regular spray of either salt or fresh water;
 - Failure to give proper notice as set forth in paragraph 4 above;
 - Failure of any non-GenFlex brand materials used in the GenFlex roof not specifically accepted in writing by the GenFlex Technical Department to be included in coverage;
 - Insects or animals;
 - Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by the GenFlex Technical Department.
- OVERBURDEN:** Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburdens which include but are not limited to: structures or assemblies added after roof installation, fixtures or utilities on or through the roof, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, and repair of the roof system, excluding stone ballast and/or pavers accepted by GenFlex.
- PAYMENT:** GenFlex reserves the right to suspend its obligations under this warranty if: (a) all bills for installation of the GenFlex roofing have not been paid in full to the roofing contractor named below and to the material suppliers; (b) the prescribed warranty fee has not been paid to GenFlex; or (c) owner fails to reimburse GenFlex for claim investigation costs as provided in paragraph 4 above. Notwithstanding the foregoing, the provisions of paragraph 6 and 7 shall remain in full force and effect.
- TRANSFER:** This warranty may not be transferred upon change of ownership of the building shown below unless the owner (a) notifies GenFlex in writing of its proposed change at least 45 days prior to the change; (b) pays GenFlex the current warranty transfer fee; and (c) completes all repairs required by GenFlex in order to correct failures to comply with Owner's obligations under this warranty.
- DISPUTE:** Any claim or dispute between Owner and GenFlex arising out of this warranty or relating to any material supplied or specifically required by GenFlex shall be resolved by final and binding arbitration in accordance with the rules of the American Arbitration Association. Owner hereby releases GenFlex from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

THIS WARRANTY INSTRUMENT IS A TWO-SIDED DOCUMENT. ADDITIONAL REQUIREMENTS ARE DEFINED ON THE REVERSE SIDE.

GenFlex Roofing Systems LLC, by

Director, Quality Building Services

Date 8/3/2016

Job #: **QB1786**

Warranty #: **GG104097**

Square Footage: **34828**

Specific Type: **TPO TPO Mechan**

Job Location

SHOPKO #636
1225 S HAMILTON ST
SULLIVAN, IL 61951-2257

Building Owner

SHOPKO STORES OPERATING CO., LLC
PO BOX 19060
GREEN BAY, WI 54307-9060

Roofing Contractor

MOSS ROOFING & INSULATION INC
310 Highway 150 S
West Union, IA 52175-1505

Effective from: **7/20/2016 to 7/20/2031**

GENFLEX ROOFING SYSTEMS
MAINTENANCE & CARE REQUIREMENTS

We are pleased that you have selected a warranted GenFlex™ product for your building. Below are some helpful tips on how to safeguard your roofing investment and what to do in the event a warranty claim should ever need to be filed on this project:

RECOMMENDATIONS

A. REGULAR MAINTENANCE

1. The roof should be inspected by a licensed GenFlex Roofing Systems contractor at least twice a year (in the spring and fall) and after any severe storm. Maintenance procedures should be recorded as they are performed along with a log of all people accessing the roof.
2. All counter-flashing, metal work, equipment curb and supports, pitch pockets, caulking, grease guards, traps, secondary sheets, walk pads, and any other rooftop accessories functioning in conjunction with the membrane roofing system should be properly maintained at all times. If a secondary (sacrificial) sheet is used to protect an area around a stack or vent, it should be inspected and replaced if deterioration should occur. Walk pads are to be maintained by the building owner and are not covered by the GenFlex warranty.
3. Ponded water (defined as water standing on the roof for more than forty-eight (48) hours) should not be allowed on the roof. ~~Roofs should have slope to drain and all drain areas must remain clean in order to function properly. Remove all debris from the roof since debris on the roof surface may be swept into drains by rains.~~
4. ~~Materials should not be stored on the roof. The building owner should remove broken bottles, metal, etc., and immediately report any damage or vandalism to GenFlex Roofing Systems. Contact GenFlex in writing for approval if additional equipment is to be installed, e.g. HVAC units, Antennas, Roof Top Camera, etc.~~
5. Regular cleaning should be performed in areas where potentially harmful contaminants may accumulate, e.g., oil, grease, Freon, acids, solvents. Periodic cleaning of white or colored roof membranes may be needed to maintain the membrane's reflective properties and aesthetic appearance. Contact the GenFlex Technical Department for additional preventive maintenance. Note: Roof damage due to exposure to certain chemicals and/or contaminants is excluded from warranty coverage.
6. If there will be foot traffic on the roof for any reason, contact an approved GenFlex Roofing Systems contractor for the installation of protective walkways.

B. SHOULD YOU HAVE A LEAK:

1. Contact GenFlex Roofing Systems at (800) 443-4272.
2. Determine the cause of the leak. It may be the result of a clogged drain, broken pipes, loose counter-flashing, broken skylights, open grills or vents. Failure to determine the cause may result in a service charge fee.
3. Note conditions resulting in leakage. Heavy or light rain, wind direction, temperature, and time of day that the leak occurs are all important clues to tracing roof leaks. Note whether the leak stops shortly after each rain or continues to drip until the roof is dry. By being prepared with the facts, the diagnosis and repair of the leak can proceed more rapidly.
4. All leaks must be reported to GenFlex Roofing Systems in writing within thirty (30) days.
5. If necessary, make temporary repairs with GenFlex edge caulk or a butyl base caulking. Never use roof cement or petroleum base products.
6. Permanent repairs to the roofing system must be made by an approved GenFlex Roofing Systems contractor using GenFlex approved products.
7. It is the owner's responsibility to provide access to the roofing membrane surface by removing or moving rooftop equipment, pavers, severely ponded water, snow or any materials that prevent complete investigation and repair of the roof system.

C. SHOULD YOU WANT TO MAKE ADDITIONS OR ALTERATIONS TO THE ROOF SYSTEM:

1. Contact GenFlex Roofing Systems in writing for approval before making alterations on, adjacent to, or through the roof system, or when changing the interior use of the building.

RECOMMENDATIONS GenFlex supports and recommends following the guidelines for good roofing practices found in the *Manual of Roof Inspection, Maintenance and Emergency Repair for Existing Single-Ply Roofing Systems* published by the Single Ply Roofing Institute (SPRI).