

VENDOR CONTRACT

Between Monument Roofing and
(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS/TAPS) For ROOFING

The following pages will constitute the contract between the successful vendors(s) and TIPS/TAPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS/TAPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS/TAPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

1. General Terms and Conditions

1.1. Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

1.2. Warranty conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing. (Or for commodity category appropriate for refurbished equipment, products may be "refurbished" but must be clearly represented as refurbished.)

1.3. Customer support

The Vendor shall provide timely and accurate technical advice and sales support to TIPS/TAPS staff and TIPS/TAPS participants. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to TIPS/TAPS staff regarding products and services supplied by the Vendor unless otherwise clearly stated in writing. (Unless training is a line item sold or packaged and must be purchased with product.)

1.4. Contracts

All contracts and agreements between Vendors and TIPS/TAPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

RFP- Roofing Due September 6, 2012 at 3:00 p.m.

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1.5. Tax exempt status

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

1.6. Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS/TAPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

1.7. Disclosures

- 1.7.1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 1.7.2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS/TAPS program.
- 1.7.3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

1.8. Renewal of Contracts

All contracts are for a period of one (1) year with an option for renewal for 2 consecutive years before this category is subject to public bid. (Except the Commodity Category of Trades, Temporary Labor and Materials will be a 12 month contract with No Option for Renewal. Trades, Temporary Labor and Materials will go to public bid every 12 months.)

1.9. Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS/TAPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS/TAPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

1.10. Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS/TAPS participant. Each invoice shall include the TIPS/TAPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS/TAPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS/TAPS and the TIPS/TAPS participant.

1.11. Payments

The TIPS/TAPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

1.12. Pricing

The Vendor contracts to provide pricing to TIPS/TAPS and its participating governmental entities that are the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS/TAPS members at a price lower than can be obtained thru the TIPS/TAPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS/TAPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS/TAPS of an increase.

All pricing submitted to TIPS/TAPS shall include the Two Percent (2%) participation fee to be remitted to TIPS/TAPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

1.13. Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS/TAPS on a bi-monthly scheduled report. (Vendor may submit sales monthly on their own. TIPS/TAPS will email a Bi-Monthly Submission Report to each vendor on November, January, March, May, July and September. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS/TAPS contract. Report may be sent to TIPS/TAPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

1.14. Indemnity

Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, member(s), officers, employees, or agents.

Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, its member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

1.15. Multiple Vendor Awards

TIPS/TAPS reserves the right to award multiple vendor contracts for commodity categories when deemed in the best interest of the membership. Bidders scoring 80 % or above will be considered for an award. Commodity categories are established at the discretion of TIPS/TAPS.

1.16. State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

1.17. Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS/TAPS is subject to TIPS/TAPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS/TAPS and the Vendor may be construed as a guarantee that TIPS/TAPS participants will submit any orders at any time. TIPS/TAPS reserves the right to request additional proposals for items already on contract at any time.

1.18. Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS/TAPS is to be notified within 24 hours of receipt of order.

Special Terms and Conditions

It is the intent of TIPS/TAPS to contract with a reliable, high performance vendor to supply commodities to government and educational agencies. It is the experience of TIPS/TAPS that the following procedures provide TIPS/TAPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must go to the TIPS/TAPS-Region VIII ESC office at 4845 North US Hwy 271, Pittsburg, Texas 75686 or fax 866.839.8472. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS/TAPS at the address/fax above within 24 business hours and confirm its receipt with TIPS/TAPS.
- **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS/TAPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS/TAPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- **Daily Order Confirmation:** All contract purchase orders will be faxed twice daily from TIPS/TAPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
- **Vendor custom website for TIPS/TAPS:** If Vendor is hosting a custom TIPS/TAPS web site, then updated pricing must be posted by 1st of each month.
- **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request. See also Section 1.10.
- **Monthly Sales Report:** Vendor or vendor assigned dealer must submit a monthly or bimonthly sales report of all TIPS/TAPS participant purchases in the following format.

ISD/Entity name	PO#, and	PO Total Sales Amount.
Example: XYZ ISD	PO#ABC123	\$xxx.xx (order total)

Any other Special Terms and Conditions that Bidder/Vendor requests should be listed in detail for consideration by TIPS/TAPS:

Potential volume discount
based on:

- project amount
and/or
- multiple facility
award

Vendor Profile

1.1. Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that his firm is a M/WBE

Yes No

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a resident bidder.

Yes No

Vendor's principal place of business is in the city of Beavmont State of Texas

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

A publicly held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony:

If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

1.4. Pricing Information

1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. Yes No

If answer is no, attach a statement detailing how pricing for TIPS/TAPS participants would be calculated.

1.4.2. Pricing submitted includes the 2% TIPS/TAPS participation fee. Yes No

1.4.3. Vendor agrees to remit to TIPS/TAPS the required 2% participation fee. Yes No

1.4.4. Additional discounts to TIPS/TAPS members for bulk quantities? Yes No

1.5. Company billing address where the invoice for the 2% participation fee will be sent by TIPS/TAPS:

Contact person: David Agnew / shaylyn Brovssard / Accts. Payable

Company: Monument Roofing Systems

Address: 8141 Chemical Rd.

City, State, Zip: Beavmont, TX 77705

Phone: (800) 580-9343

Fax: (409) 860-9248

Email: coolzonetx@monumentconstructors.com

1.6. Vendor Service

1.6.1. Average shipping time after receipt of customer order is 14 working days.

1.6.2. Vendor currently has a government-to-business e-commerce site Yes No

1.6.3. Which description best describes your company's position in the distribution channel?

1.6.4.

Manufacturer direct

Certified education/government reseller

Authorized distributor

Manufacturer marketing thru reseller

Value-added reseller

Other _____

1.6.5. Company experience in this commodity/category. 23 Years

1.6.6. The Vendor can supply all areas of the following states currently served TIPS/TAPS:

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AL AK AR AZ DE CA CO DC FL GA HI ID IL IN IO KS KY LA MA MD ME MO MI MS MT NC ND NE
NJ NM NV OH OK OR PA RI SC SD TN TX UT VA VT WA WI WY

Yes No

If answer is no, please list which states can be served TX, LA, OK

2.6.6 The Vendor can supply all areas of the following states that may become serviced states of

TIPS/TAPS:

Yes No

CT MN NH NY WV

If answer is no, please list which states can be served None

**** Prices are guaranteed for:** (Standard Time is "Term of Contract") Term selected will affect scoring.

Month(s); or Year(s); or Term of Contract

Company and/or Product Description: (This information will appear on the TIPS/TAPS website for your company, if awarded a TIPS/TAPS contract.)

Monument Roofing Systems, a
division of Monument Constructors,
Inc., supplies and installs
single-ply PVC and TPO membrane
roofing systems. We also supply
and install fluid-applied
rubber roofing systems.

Manufacturers:

- DURO - LAST®
- VERSICO
- TOPPS®

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

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Dealer Name Duro - Last Roofing Tel 800-248-0280
Address 525 Morley Dr. Saginaw, MI Fax 48601
Primary Contact Scott Ostrom Email SOstrom@duro-last.com

Dealer Name Versico Tel 281-893-8382
Address P.O. Box 1289 Carlisle, PA Fax 17013
Primary Contact Ian Wilson Email iand14@yahoo.com

Dealer Name _____ Tel _____
Address _____ Fax _____
Primary Contact _____ Email _____

Dealer Name _____ Tel _____
Address _____ Fax _____
Primary Contact _____ Email _____

Dealer Name _____ Tel _____
Address _____ Fax _____
Primary Contact _____ Email _____

Dealer Name _____ Tel _____
Address _____ Fax _____
Primary Contact _____ Email _____

Dealer Name _____ Tel _____
Address _____ Fax _____
Primary Contact _____ Email _____

(Page may be duplicated if necessary.)
Each Awarded Vendor will have 2 contacts listed on the Vendor Profile page of the TIPS/TAPS website. These 2 contacts will answer all sales and general information calls from TIPS/TAPS members and direct them to the

appropriate sales person. If vendor is awarded, these 2 contacts must be completely knowledgeable about the TIPS/TAPS contract. Online training by the TIPS/TAPS administration may be required of the 2 contacts listed below.

Main Contact:

Alternate Contact:

Name: Lacey Limer
 Title: VP, Marketing Dir.
 Email: laceylimer@monument
 Phone: (713) 858-0303
 Fax: (409) 860-9248
 Mobile: 713 858 0303

Name: Wayne Parker
 Title: Sales
 Email: Wayneparker@
 Phone: (936) 581-9963
 Fax: (409) 860-9248
 Mobile: (936) 581-9963

Mailing Address: 8141 Chemical Rd.
 City: Beaumont
 State/Zip: TX 77705

Mailing Address: 8141 Chemical Rd.
 City: Beaumont
 State/Zip: TX 77705

WORDS FOR "SEARCH ENGINE" - Please list words to be posted on your company's page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the commodity award that you are submitting a proposal for. Words to be included in the Search Engine for my Company are:

Roofing, Duro-last, TDPSS, PVC, Single-ply
membrane roofing, commercial
roofing, green roof, TPO,
fluid-applied, sustainable roofing,
flat roof, no slope, low-slope

2% Contact for TIPS/TAPS Contract

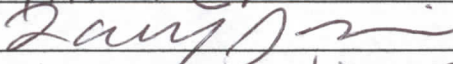
Vendor must list the person who will be responsible for submitting the 2% payment and supportive documentation of sales to TIPS/TAPS on the bi-monthly reporting schedule.

Name: David Agnew / Shaylyn Broussard Position: Accts. Payable
 Email: coolzone tx@ Telephone: (800) 586-9343
monumentconstructors.com

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

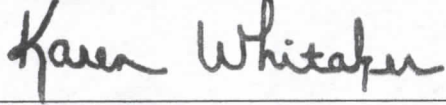
If addenda to this RFP are released, indicate the receipt of addenda by entering the number of addenda here: _____

Company name Monument Roofing Systems (Monument Constructors)
Mailing Address 8141 Chemical Road
City/State/Zip Beavmont, TX 7705
Telephone No. (800) 580-9343
Fax No. (409) 860-9248
E-mail address laceyliner@monumentconstructors.com
Authorized signature 
Printed name Lacey S. Liner
Position with company VP, Marketing Director
Web site URL www.MonumentGreenRoof.com

Accepted by The Interlocal Purchasing System:

Term of contract September 26, 2012 through September 25, 2013

Unless otherwise stated, all contracts are for a period of one year with an option to renew annually for an additional two years if agreed to by TIPS/TAPS and the awarded Vendor. Vendors shall honor the Two Percent (2%) participation fee for any sales made based on a TIPS/TAPS contract whether the Vendor is awarded a renewal or not.


TIPS/TAPS Authorized Signature

09/27/12
Date


Approved by Region VIII ESC

09/27/12
Date



"A Leader in **GREEN** Commercial Roofing Technology."

DURO-LAST® Roof Systems – TPO Roofing Systems – Thermal Imaging

References

Project Owner	Contact	Telephone	Amount	Date
Hardin County (Airport, Courthouse, Annex) Kountze, TX	Judge Billy Caraway	409-246-5120	\$215K	2011-2012
Galveston Housing Authority Galveston, TX	John Williams	409-771-3810	\$24K	2012
Housing Authority for the City of El Paso El Paso, TX	Mr. Albert Castenada Construction Specialist	915-503-0909	\$2.7MM	2010-11
Lumberton I.S.D Lumberton, TX	Mike Guidry Director of Maintenance	409-923-7645	\$230K	2011
West Orange-Cove I.S.D. Orange, TX	Mr. John Polk Project Manager Daniels Construction Co.	409-838-3006	\$800K	2010
China-Spring I.S.D China Spring, TX	Marc Faulkner Assistant Superintendent	254-836-1115	\$115K	2010
Port Neches-Groves I.S.D Port Neches, TX	Mr. Tom Neild Vice-President H.B. Neild Construction Co.	409-842-2272	\$1.2MM	2009
Midland County Midland, TX	Mr. Gary Painter County Sheriff	432-688-4600	\$160K	2009
Lee College Baytown, TX	Mr. Mike Sparks Purchasing Director	281-425-6327	\$300K	2008
West Orange-Cove CISD	Mr. Keith Rochau Director of Maintenance	409-882-5550	\$600K	2007
Jefferson County, Texas Beaumont, TX	Ms. Deborah Clark Purchasing Agent	409-835-8693	\$1.2MM	2006

Monument Constructors, Inc. – Serving Texas, Oklahoma and Louisiana

P.O. Box 22497
Beaumont, TX. 77720-2497
 phn: 409-860-9343
 fax: 409-860-9248

Oklahoma
 phn: 405-751-1470
 toll-free: 800.580.9343

Louisiana
 phn: 318.688.3699
 toll-free: 800.580.9343

coolzonetx@monumentconstructors.com

www.MonumentGreenRoof.com

Churches

- Christian Fellowship
- Cherokee Hills
- Ridgewood

Government

- Jefferson County Correctional
- Hardin County Hanger #1
- Jefferson County Public Health
- Jefferson Davis Parish Sheriff's
- Tyler County Jail
- YMCA Port Arthur
- Midland County Correctional
- Hardin County Annex
- Hardin County Courthouse

Hospitals

- Woodland Heights

Hotels

- Crowne Plaza
- Candlewood Suites
- Holiday Inn (Sulphur)

Multi-Family

- HACEP
- Chelsea
- Cramer
- Alvarez
- Roosevelt
- Truman
- Rio Grande
- Weber
- Ten Mile Island (Frisco, CO)

Restaurants

- Applebee's
- Burger King

Retail/Commercial

- M&D Supply
- Mannings Skating Rink
- Sprint Tower
- Dr. Reddy's
- Beaumont Community Players
- International Jet (Colorado)

Schools

- BISD MLK
- Montagne Center
- Lee College
- Groves Middle School
- WOC CISD
- Westbrook High School
- WOS High School
- WOC Early Childhood Center
- PNG New Middle School

Warehouse/Distribution/Industrial

- DPI
- Schwan Pasadena
- Schwan Deer Park
- Cintas Beaumont
- Cintas Houston
- Motiva
- BASF
- Chevron Phillips

**DURO-
LAST®**
Roofing, Inc.
525 Morley Drive
Saginaw, MI 48601

15 YEAR NDL WARRANTY

Warranty No: _____

Duro-Last, Inc., ("Duro-Last") grants this No Dollar Limit ("NDL") warranty to the owner ("Owner") of a building containing a Duro-Last Roofing System ("D-L System") installed by an Authorized Dealer/Contractor ("Contractor"), subject to the conditions and limitations contained herein.

Duro-Last's obligation during the 1st through the 15th years shall be to repair any leak in the D-L System caused by any defect in a component of the D-L System or by the workmanship of the Contractor, but only as said workmanship pertains to the installation of the D-L System itself and not as it pertains to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's option, either the repair or replacement of part or all of the D-L System, and also includes the furnishing of/or cost of labor (at the Contractor list price in effect at the time of the repair) to repair the D-L System provided the following conditions are met:

- a) Duro-Last and its Contractor have been paid in full for the D-L System;
- b) The Owner has notified Duro-Last by certified mail, return receipt request, within 30 days of the discovery any leak or other alleged D-L System failure;
- c) The Owner allows Duro-Last's employees or agents or its Contractor access to the D-L System including, if necessary, the removal and replacement by Owner at Owner's expense of any and all rooftop overburden;
- d) Duro-Last authorizes the repair, and,
- e) At Duro-Last's option, either Duro-Last's own employees or agents or a Contractor makes the repair.

LIMITATIONS

- 1) This limited warranty does not apply to a D-L System installed on a single-family residence.
- 2) Duro-Last is not liable for any D-L System failure nor for subsequent damages arising from causes outside Duro-Last's control including, but not limited to:
 - a) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake or acts of God; or
 - b) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - c) Damage caused by any unauthorized modification to the D-L System including, but not limited to, damage caused by unauthorized components used in installation or repair, or by additional equipment or structures added to or made a part of the roof, or by traffic, or by chemicals not normally found in nature or the like; or
 - d) Damage caused by defects in the building design; or
 - e) Interior condensation and/or moisture entering the D-L System through walls, copings, structural defects, HVAC Systems, or any part of the building structure, including from adjacent buildings.
- 3) Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- 4) Duro-Last does not warrant against color change and/or pattern change and/or print change in the D-L System.
- 5) This limited warranty passes to future Owners of the building for the full fifteen (15) years hereof.
- 6) This limited warranty becomes effective only upon signature by both an authorized Duro-Last representative and the original Owner.
- 7) This limited warranty is governed in all respects by the laws of the State of Michigan, regardless of the state of purchase or installation.
- 8) Duro-Last does not waive any rights under this limited warranty by refraining from exercising its rights in full in one or more instances.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES PROVIDED BY DURO-LAST FOR ALLEGED FAILURE OF THE D-L SYSTEM. OR FOR CONTRACTOR WORKMANSHIP. THIS LIMITED WARRANTY ALSO COVERS CONSEQUENTIAL DAMAGES DERIVED FROM LEAKS CAUSED BY DEFECTS WARRANTED AGAINST ABOVE. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED) THAT EXTEND BEYOND THE FACE OF THIS LIMITED WARRANTY; DURO-LAST EXPRESSLY DISCLAIMS ANY SUCH FURTHER WARRANTIES.

If DURO-LAST's Authorized Dealer/Contractor made any statements about DURO-LAST's merchandise and services, those statements are not warranties, cannot be relied upon by Owner, and are not part of the contract for sale or installation.

DURO-LAST, ®INC.

Date

Signature of Authorized Duro-Last Representative

Customer's Signature

Address of Building

Name of Building

City, State & Zip of Building

Bldg. Designation: _____ Sq. Foot: _____

Installed By

Serial Number: _____

DL-15 COM 3/08



525 Morley Drive
Saginaw, MI 48601

15 + 5 Warranty

Warranty No. _____

I. TERMS and CONDITIONS

Duro-Last, Inc. ("Duro-Last"), grants a Limited Warranty to the owner of a building ("Owner") containing a Duro-Last Roofing System ("Duro-Last System") installed by a Duro-Last authorized Dealer/Contractor ("Contractor"), subject to the conditions and limitations contained herein.

Duro-Last's obligation during the 1st through 20th years shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System, and also includes the furnishing or cost of labor (at the Contractor list price in effect at the time of the repair) to repair the Duro-Last System provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this Limited Warranty has been signed by a Duro-Last Quality Assurance Manager and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements;
- C. The Owner has notified Duro-Last within 7 days of the discovery of any leak, failure, or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;
- D. The Owner allows Duro-Last's QA Tech Rep(s), and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s), or an authorized Contractor makes the repair.

During the 1st through 15th years of this Limited Warranty, Owner and Duro-Last agree that this Limited Warranty covers incidental and consequential damages derived from leaks caused by defects warranted against above. During the 16th through 20th years of this Limited Warranty term, Owner and Duro-Last agree that Duro-Last shall not be responsible for any incidental or consequential damages, including but not limited to any loss of profits, loss of use of the building or any damage to the building or its contents. Duro-Last must receive notice in the manner set forth above, prior to the first day of the 16th year, of any claim for incidental or consequential damages, otherwise such claim is waived.

II. OWNER'S RESPONSIBILITIES

The Owner is not entitled to recover under this Limited Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions.

III. LIMITATIONS and EXCLUSIONS

- A. This Limited Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or the roof assembly aside from the Duro-Last System, including but not limited to those defects that result in water penetrating into the building, including inadequate or insufficient drainage.
- C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to:
 - 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
 - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to, damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
 - 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.

OVER: CONTINUED ON BACK

- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. This Limited Warranty is transferable to subsequent Owners only upon the express written authority of Duro-Last and at Duro-Last's sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last System prior to transfer of this Limited Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this Limited Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.
- G. This Limited Warranty must be signed by a Duro-Last Quality Assurance Manager. Coverage under the terms of this Limited Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this Limited Warranty does not alter the Effective Date.
- H. This Limited Warranty shall be governed by the laws of the State of Michigan. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this Limited Warranty and do hereby submit themselves to the sole personal jurisdiction of that Court.
- I. Duro-Last does not waive any rights under this Limited Warranty by refraining to exercise its rights in full in one or more instances.

THIS LIMITED WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS LIMITED WARRANTY. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT.

OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 1ST THROUGH 15TH YEARS OF THIS LIMITED WARRANTY, THIS LIMITED WARRANTY COVERS INCIDENTAL AND CONSEQUENTIAL DAMAGES DERIVED FROM LEAKS CAUSED BY DEFECTS WARRANTED AGAINST ABOVE.

OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 16TH THROUGH 20TH YEARS OF THIS LIMITED WARRANTY, DURO-LAST SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS, LOSS OF USE OF THE BUILDING, OR ANY DAMAGE TO THE BUILDING AND ITS CONTENTS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or independent sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any term or condition of this Limited Warranty unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

DURO-LAST, INC.

Signature of Duro-Last Quality Assurance Manager

Name of Building

Signature of Owner

Address of Building

Owner (printed)

City, State & Zip of Building

Signature of Contractor

Building Designation

Contractor (printed)

Effective Date

Square Footage

Serial No.

Warranty No.

**DURO-
LAST®**
Roofing, Inc.
525 Morley Drive
Saginaw, MI 48601

20 YEAR NO DOLLAR LIMIT WARRANTY

Warranty No. _____

THE WARRANTY

Duro-Last warrants that the Duro-Last Roofing System (the "Roofing System") consisting of Duro-Last components only, including Membrane, Fasteners, Prefabricated Corners, Parapets, Stacks, Vents, Flashings and other Duro-Last materials and accessories, is not defective at the time of installation and will not within 20 years of the date of sale become defective by allowing water to leak through or penetrate the Roofing System, subject to the following conditions:

EXCLUSIVE REMEDIES

Should any part of the Roofing System or any workmanship of the Authorized Dealer/Contractor, (but only as it pertains to the installation of the Roofing System and not other work performed, if any), become defective within 20 years of the date of sale so as to allow water to leak through or penetrate the Roofing System, Duro-Last shall at its own expense repair or replace any defective material (including any flashings or accessories) to stop any leak or water penetration. If, in the judgment of Duro-Last, it is necessary to repair or replace any membrane, flashings, materials or other accessories in order to stop any leak or penetration of water, Duro-Last shall do so at its own cost and expense, without any dollar limitation, including the cost of any labor to make any needed repair.

BUILDING OWNER'S RESPONSIBILITY

The building owner is responsible for regular care and maintenance of the Roofing System, for inspecting the Roofing System annually and after storms or natural disasters, and for removing any debris from the Roofing System. The building owner is responsible for any and all building design defects that result in water penetrating into the building, including inadequate drainage or insufficient drains. Moderate ponding water is not excluded from coverage. The building owner must have the Roofing System inspected by an authorized Duro-Last Quality Assurance Technical Representative during the 10th and 15th years of this warranty, must pay Duro-Last its then-customary inspection fee, and must pay for any non-warranted repairs necessary to maintain the watertight integrity of the Roofing System.

If a leak occurs which allows water or moisture to penetrate through the Roofing System, the building owner must notify Duro-Last in writing within 30 days by certified mail directed to Duro-Last Roofing, Warranty Service, 525 Morley Drive, Saginaw, Michigan 48601. The building owner shall not undertake or allow any unauthorized repairs or modifications to the Roofing System. Any repairs or modifications must first be authorized by Duro-Last, and must be performed by Duro-Last's employees, agents or Authorized Dealer/Contractors, except when emergency repairs are made in order to temporarily stop any water penetration. If emergency repairs are made, then the building owner shall immediately thereafter call the Duro-Last Warranty Service Department (800-248-0280) and notify Duro-Last of the leak and the emergency repair.

The building owner must allow Duro-Last's employees, agents or Authorized Dealer/Contractors access to the Roofing System for needed inspections and repairs. The Building owner is responsible for the removal and replacement of any and all rooftop gardens, earth, soil, pavers, decks, patio and walking surface materials, photovoltaic paraphernalia and other overburden.

EXCLUSIONS FROM COVERAGE

Duro-Last is not responsible for any defect, leak or damage caused by: Any condition outside Duro-Last's control such as fire or natural disasters including but not limited to floods, hurricanes, hail, lightning, tornadoes, gale force winds, earthquakes, avalanches, tidal waves, typhoons, animals, insects or chemicals not normally found in nature.

Defects in the design or construction of the building, its structural components or fixtures, or subsequent modifications or additions which are made on, to, or through the Roofing System, and the building owner is responsible for any and all building design defects that result in water penetrating into the building, including inadequate drainage or insufficient drains.

Unauthorized repairs or modifications to the Roofing System, or non-essential roof traffic, or storage of materials on the roof.

Intentional, negligent or reckless acts caused by any person (except an employee or representative of Duro-Last) or failure of the building owner, its agents, employees, guests or any other person to use reasonable care on or about the roof.

Interior condensation and/or water or moisture entering the building or condensing on the Duro-Last materials from HVAC units or water pipes or other utility services.

If, upon inspection, Duro-Last determines that any leak or defect is not the responsibility of Duro-Last, the building owner shall reimburse Duro-Last for its cost and expenses in making the inspection and for any repairs Duro-Last makes for non-warranted damages to the Duro-Last System.

Duro-Last does not warrant against color change and/or pattern change and/or print change. Duro-Last does not warrant the watertightness of metal products that are located outside the termination of the Duro-Last membrane.

This limited warranty does not apply to a Roofing System installed on a single-family residence.

This warranty shall be effective only after: a) a satisfactory inspection of the Roofing System by an authorized Duro-Last Quality Assurance Technical Representative, b) signature by an authorized Duro-Last representative, and c) the signature of the original Authorized Dealer/ Contractor attesting that the installation was made in accordance with Duro-Last's current specifications at the time of installation, and d) both the Authorized Dealer/Contractor and Duro-Last have been paid in full for the Roofing System.

THIS WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY DURO-LAST AND THE BUILDING OWNER AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE BUILDING OWNER FOR ANY ALLEGED FAILURE OF THE DURO-LAST ROOFING SYSTEM WHETHER MEMBRANE, ACCESSORIES OR INSTALLING CONTRACTOR WORKMANSHIP. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS WARRANTY. THE BUILDING OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. THE BUILDING OWNER AND DURO-LAST BOTH ACKNOWLEDGE THAT DURO-LAST SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS, LOSS OF USE OF THE BUILDING OR ANY DAMAGE TO THE BUILDING (OTHER THAN THE DURO-LAST ROOFING SYSTEM ITSELF) OR ITS CONTENTS. THIS AGREEMENT SHALL BE GOVERNED UNDER THE LAWS OF THE STATE OF MICHIGAN.

If any Authorized Dealer/Contractor or independent sales representative made any statements about Duro-Last or Duro-Last's merchandise and services including the Roofing System, those statements are not warranties, cannot be relied upon by the building owner or any other party. Furthermore, no person may change or modify any term or condition of this warranty unless in writing signed by the authorized representative of the building owner and by a Duro-Last officer.

DURO-LAST® ROOFING, INC.

_____	_____
Date	Signature of Authorized DL Contractor
_____	_____
Building Owner Signature	Signature of Authorized DL Representative
_____	_____
Name of Building	Address of Building
Bldg. Designation: _____ Sq. Foot: _____	_____
Serial Number: _____	City, State & Zip of Building