



MCGUIRE COMMERCIAL WARRANTY COMPREHENSIVE 10-20 YEAR NDL (No Dollar Limit)

OWNER OF BUILDING _____	GUARANTEE NUMBER _____
NAME OF BUILDING _____	PERIOD OF COVERAGE _____
ADDRESS OF BUILDING _____	DATE OF COMPLETION _____
AREA OF ROOF (SQUARES) _____	GUARANTEE EXPIRATION DATE _____
APPLIED BY _____	ROOF SPECIFICATION _____

THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

McGuire Roofing Products, (McGuire) warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, McGuire will repair any leak in the McGuire Roofing System installed by a McGuire Authorized Roofing Applicator for a period of **20** years, commencing with the date of McGuire's acceptance of the McGuire Roofing System installation. However, in no event shall McGuire's obligations extend beyond **20** years, subsequent to the date of substantial completion of the McGuire Roofing System. See below for exact date of warranty expiration. The McGuire Total Roofing System is defined as the following newly installed McGuire brand materials: Membrane, and Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Insulation Adhesives and any other newly installed McGuire brand products utilized in this installation.

This guarantee ends on the expiration date listed above.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide McGuire with written notice via letter, fax or email within thirty (**30**) days of any leak in the McGuire Total Roofing System. Owner should send written notice of a leak to McGuire's Services Department at the address set forth at the bottom of this warranty. By so notifying McGuire, the Owner authorizes McGuire or its designer to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, McGuire determines that the leak is caused by a defect in the McGuire Roofing System's materials, or workmanship of the McGuire Authorized Roofing Applicator in installing the same, Owner's remedies and McGuire's liability shall be limited to McGuire's repair of the leak. McGuire shall have sole responsibility in determining the method of repair of the area.
3. This warranty shall not be applicable if, upon McGuire's inspection, McGuire determines that any of the following has occurred:
 - (a) The McGuire Roofing System is damaged by: natural disasters, lightning, fire, insects, animals, windblown debris or objects, earthquakes, tornados, hail, hurricanes, and winds of (3 second) peak gust speeds of **65** mph or higher measured at **10** meters above ground; or
 - (b) Loss of integrity of the building envelope and/or structure, including, but not limited to, partial or complete loss of roof decking, wall siding, windows, roof top units, doors or other envelope components; or
 - (c) All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements.
 - (d) The McGuire Total Roofing System is damaged by any acts, accidents, misuse, abuse, vandalism, civil disobedience or the like; or
 - (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non McGuire brand metal work, etc., occurs and causes a leak, or otherwise damages the McGuire Roofing System; or
 - (f) Deterioration of metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or
 - (g) Acids, oils, harmful chemicals and the like come in contact with the McGuire Roofing System and cause a leak, or otherwise damage the McGuire Roofing System; or
 - (h) The McGuire Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture; or
 - (i) The McGuire Authorized Applicator or any additional contractor or subcontractor failed to follow McGuire's published specifications and details for the approved system assembly or failure to correct all installation deficiencies listed in any McGuire inspection report.

4. This Warranty shall be null and void if any of the following shall occur:

(a) If, after installation of the McGuire Roofing System by a McGuire Authorized Roofing Applicator, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from McGuire; or

(b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on McGuire's Care & Maintenance Guide which accompanies this Warranty.

(c) In addition, it shall be Owner's sole responsibility to remove and re-install at Owner's expense, all obstructions, including, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens, utilities or other overbur den from the affected area as determined by McGuire that would hinder or impede repairs being made in the most expedient and least expensive manner possible. Owner shall be responsible for all costs associated with any loss of power generation in the event that removal of a solar array is required to repair the roofing system.

6. During the term of this Warranty, McGuire shall have free access to the roof during regular business hours.

7. McGuire shall have no obligation under this Warranty while any bills for installation, supplies, service, and/or warranty charges have not been paid in full to the McGuire Authorized Roofing Applicator, McGuire, or material suppliers.

8. McGuire's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

9. McGuire shall not be responsible for the cleanliness or discoloration of the McGuire Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

10. McGuire shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

11. This warranty shall be transferable once (1) upon a change in ownership of the building when the Owner has completed certain procedures, including a transfer fee and an inspection of the Roofing System by a McGuire representative.

12. Any dispute, controversy or claim between the Owner and McGuire concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and McGuire do not resolve the dispute, controversy or claim in mediation, the Owner and McGuire agree that any and all suits, proceedings, or claims shall be filed in either the state courts of Dallas County, Texas or in the United States District Court for the Northern District of Texas. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

13. Roof System Design Assembly: McGuire, as manufacturer of commercial roofing products with the sole purpose of offering products for an Owner, design professional, architect, consultant, or engineer when designing/choosing a roof system assembly, assumes no liability nor implies to the suitability of the products for any particular assembly or specific building operation or structure. The Owner, design professional, architect, consultant, or engineer is solely responsible for the assembly chosen for a particular building structure to include the responsibility to properly calculate wind uplift values, design dead loads and live loads, and suitability and condition of building envelope substrate, decking, parapets, drainage, slope, and other attributes pertaining to the performance of the roof system assembly.

14. The McGuire Authorized Applicator or any additional contractor or subcontractor are not agents of McGuire.

WARRANTY AUTHORIZATION

MCGUIRE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY MCGUIRE OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE MCGUIRE ROOFING SYSTEM HAS BEEN INSTALLED.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE MCGUIRE ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. MCGUIRE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY: Charles Crump
AUTHORIZED SIGNATURE



TITLE: CEO

MCGUIRE CARE & MAINTENANCE GUIDE

In order to ensure the long-term performance of your Roofing System and continued warranty service and coverage, regular rooftop maintenance inspections are necessary. While normal aging will occur on all roofs, if not detected early, problems stemming from abuse, contamination, accidents and severe weather can result in extensive and costly repairs or premature failure of the roofing system. Single-ply Roofing Systems are typically low-slope and easy to inspect, but caution must be taken to ensure safety. McGuire disclaims and assumes no liability for any rooftop activity.

Owner must retain records related to the Roofing System. Such records include, but are not limited to: the warranty document and serial number, maintenance inspection logs, rooftop traffic logs, service logs, and invoices for work performed on the roofing system.

Inspect the roof at least every six months (preferably spring and fall) and immediately following any weather event that includes excessive rainfall, high winds and/or hail warnings.

Increased number of rooftop maintenance inspections may be required on some roofs as the location may dictate, such as higher trees near the building which will accumulate leaves and debris on the roof and have adverse effects on drainage. In addition, rooftop maintenance inspections should occur after regular maintenance of any rooftop unit.

WHEN INSPECTING THE ROOF SYSTEM, PAY ATTENTION TO THE FOLLOWING

- ✓ Walls/Parapets/Roof Edge
- ✓ Wind damage often begins at the perimeter of the roof. Ensure all membrane terminations and edge metal and copings are secure. Roof Deck Membrane
- ✓ Inspect the field of the roof, scanning for damage caused by wind-blown debris or traffic. Penetrations/Rooftop Units
- ✓ Inspect the membrane, flashings and terminations around penetrations and roof top units for possible damage from service work. Ensure the units and terminations are secure.
- ✓ Remove debris (leaves, dirt, trash, etc.)
- ✓ Good roofing practice dictates that water should drain from the roof and that ponded water should evaporate within 48 to 72 hours after a rainfall.

ADDITIONAL MAINTENANCE

- ✓ Foot Traffic
- ✓ Walkways must be provided if regular traffic is required or if rooftop equipment has a regular thirty (30) day or less maintenance schedule.
- ✓ Petroleum Products & Chemicals
- ✓ Keep all liquids containing petroleum products or chemicals off the membrane to avoid product degradation. Animal Fats/Vegetable Oils: EPDM Membranes
- ✓ Do not exhaust animal fats/Vegetable oils directly onto EPDM roof surfaces. TPO & PVC Membranes
Animal fats/Vegetable oils must be regularly removed and the rooftop surface cleaned with a mixture of soap and water

What to do if a leak occurs

After verifying the leak is through the roofing system, contact McGuire at 972-694-3324 or at www.mcguireroofs.com. If minor, emergency temporary repairs are made to a suspected leak area, use lap Sealant or a good-grade rubber caulk to address the repair area (do not use asphaltic roof cement). Please note, McGuire is not responsible for the cost associated with any emergency temporary repairs.

DISCLAIMER

No representative, employee, or agent of McGuire Roofing Products, or any other person, has the authority to assume any additional or other liability or responsibility for McGuire Roofing Products, unless it is in writing and signed by an authorized McGuire Roofing Products Field Services Manager or Director. McGuire Roofing Products does not practice engineering or architecture. Neither the issuance of this guarantee, nor any review of the roof constructed of the McGuire Roofing Products Roofing Materials (or the plans for the roof), by McGuire Roofing Products shall constitute any warranty of such plans, specifications or construction, or the suitability or code compliance of the McGuire Roofing Products Roofing Materials for any particular structure. NOTE: Any inspections made by McGuire Roofing Products are limited to a surface inspection only, are for the sole benefit of McGuire Roofing Products, and do not constitute a waiver or extension of any of the terms and conditions of this guarantee.

This guarantee MAY BE SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity or watertightness of the roof.

ADDITIONAL MAINTENANCE

Alterations to the Roofing System must be completed by a McGuire Authorized Applicator. The McGuire Authorized Applicator must notify McGuire when the revision work is complete. The necessary form can be found on the McGuire website via the Authorized Applicators login.