

Advanced Liquid Membrane Systems



___-Year NDL Warranty
LIMITED WARRANTY/SERVICE AGREEMENT

2015-###

Registration No.

, 2015	### Ft²	###	###	Hilt Construction, Inc.
Warranty Effective Date	Project Size (Square Feet)	Membrane/Flashing Type	Surfacing Type	Applicator's Name

Building Owner

Building Location

Project Area/Description

For the warranty period indicated, ALT Global, LLC ("ALT"), warrants to the Building Owner ("Owner") above that ALT will, subject to the Terms, Conditions and Limitations set forth below, repair any leak in the ALT Roofing & Waterproofing System ("System").

TERMS, CONDITIONS AND LIMITATIONS

1. The ALT Roofing & Waterproofing System is composed of all ALT materials. Any materials not manufactured or supplied by ALT are not covered under this Limited Warranty ("Warranty"). ALT's liability is strictly limited to the repair or replacement of the materials actually furnished by ALT at No Dollar Limit (NDL) for the full term of Warranty. This Warranty does not include any accessories or overburden.
2. In the event any leak should occur in the System, and as a condition precedent to enforcement of this Warranty, the Owner must give written notice to ALT within thirty (30) days of any occurrence of any leak. By so notifying ALT, the Owner authorizes ALT or its designee to investigate the cause of the leak. If upon investigation, ALT determines that the leak is within the scope of this warranty, and the cause of the leak is not excluded for specified reasons to be provided by ALT, then the Owner's sole and exclusive remedy as against ALT will be limited to the repair of the leak. Should the investigation reveal that the leak is not within the scope of this Warranty, or is excluded for reasons specified by ALT, then the Owner is responsible for payment of ALT's investigation costs. Failure by the Owner to pay for these costs shall render this ALT Warranty null and void.
3. ALT will advise the Owner of the type and/or extent of required repairs which the Owner must make at its own expense that will permit this Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs or failing to use an ALT licensed applicator to do so shall render this Warranty null and void.
4. In the event of any dispute, controversy or claim between the Owner and ALT concerning this Warranty or any other matters between them, the parties shall first endeavor to resolve all of them by mediation. As a condition precedent to any legal action, the Owner and ALT agree that neither party may commence suit until at least 90 days after the first mediation session. No lawsuit may be commenced except in the courts of the State of New Jersey Essex County, or, if permitted by law, the United States District Court, for the District of New Jersey. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO WARRANTY OR THE TRANSACTIONS RELATING TO IT.
5. ALT shall have no obligation under this Warranty unless and until ALT and the licensed applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the System.
6. ALT shall have no obligation under this Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, winds in excess of 72 MPH, hurricanes, tornadoes, hail in excess of 2" in diameter, lightning, earthquakes, atomic radiation, insects, or animals; (b) Any act(s), conduct or omission(s) by any person which damages the System or which impairs the System's ability to resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the building, said maintenance to include, but not be limited to those items listed on the reverse side of this Warranty entitled "ALT Care and Maintenance Guide"; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials;

(f) any damage to the roof insulation or roof system that may come from moisture within the roof deck or existing roof system; (g) 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; (h) Alterations or repairs to the System not approved in writing by ALT; (i) Any architecture, engineering or, construction of the roof, roofing system, or building which is distinct from the installation of the System; (j) A change in the building's use or purpose; (k) Acts(s) of war which affect the System, and (l) Failure to give proper notice as set forth in paragraph 2 above.

7. This Warranty shall be transferable subject to ALT inspection, written approval by ALT, and payment of the current transfer fee.

8. During the term of this Warranty, ALT, its designated representatives or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions not reasonably made known to ALT in advance, the Owner shall reimburse ALT for all reasonable costs incurred during inspection and/or repair of the System which are due to delays associated with said restrictions. The Owner shall be responsible for the removal and replacement of any overburdens, super-strata or overlays, either permanent or temporary, excluding accepted stone ballast or pavers as necessary to expose the system for inspection and/or repair.

9. ALT's failure to enforce any of these terms or conditions shall not be construed as a waiver of such provisions or of any other terms and conditions of this Warranty.

10. This Warranty shall be governed and construed in accordance with the laws of the State of New Jersey without regard to conflict of laws.

Individual Project Warranty Qualifications and/or Exclusions:

- END -

ALT DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. ALT SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY ALT. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST ALT, AND ALT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF ALT. NO OTHER PERSON HAS ANY AUTHORITY TO BIND ALT WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Building Owner

ALT Global, LLC

Accepted by Owner's Authorized Representative

Accepted by ALT Authorized Representative

Authorized Representative Title

Director – Technical Services

Authorized Representative Title

Date of Signature

Date of Signature

WARRANTED ROOFING/WATERPROOFING SYSTEM CARE AND MAINTENANCE GUIDE

Congratulations on your purchase of an ALT Roofing & Waterproofing System. Your building is a valuable asset and as such should be properly maintained. Building envelope components, other than the ALT Roofing & Waterproofing System itself, require periodic maintenance to perform as designed and to protect your investment. ALT feels that the following requirements will assist you, the building owner, in maintaining a watertight roof for many years.

1. The building envelope, including the roof, should be inspected at least twice yearly (Spring and Fall), and after any severe storms.
2. Good roofing practice require that water not be allowed to remain on the roof for more than 48 hours after a rainfall. Roofs require slope to drain and all drain areas must remain clean. Remove all debris from the roof to avoid clogging of drains.
3. The ALT Roofing & Waterproofing System should not be exposed to acids, solvents, greases, oil, fats, chemicals and the like. If the ALT Roofing & Waterproofing System is subject to contact with any such materials, contact ALT immediately.
4. The ALT Roofing & Waterproofing System is designed to be a waterproofing membrane. If there is to be roof traffic for any reason other than normal maintenance, an acceptable protective walkway should be installed.
5. All counter-flashing, metal work, drains, skylights, equipment curb and supports, and any other rooftop accessories functioning in conjunction with the ALT Roofing & Waterproofing System must be properly maintained at all times.
6. If any additional equipment is to be installed on your roof (e.g. HVAC units, TV antennas, etc.), contact ALT, in writing, for approval before proceeding.
7. Should there be an addition to the building, requiring tie-in to the existing ALT Roofing System, contact ALT before proceeding to ensure the tie-in is in accordance with ALT specifications.
8. Should you have a problem with the System:
 - (a) Check for the obvious: clogged roof drains, loose counter-flashings, broken skylights, open grills or vents, broken water pipes.
 - (b) 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. If you are prepared with the facts, the diagnosis and repair of the leak can proceed more rapidly.
 - (c) Contact ALT Warranty Claims immediately, if you have reason to believe that the ALT Roofing & Waterproofing System is the cause of the leak.