



Murray Roofing & Construction, LLC

TERMS AND CONDITIONS:

1. Owner shall provide Murray Roofing with written notice to the address on invoice within thirty (30) days of the discovery of any leaks in the Roofing System. By so notifying Murray Roofing, the Owner authorizes Murray Roofing 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, Murray Roofing determines that the leak is caused by defects in the Murray Roofing System's material or workmanship of the Murray Roofing Contractor in installing the same, Owner's remedies and Murray Roofing's liability shall be limited to Murray Roofing's repair of the leak.
3. This Warranty shall not be applicable if Murray Roofing determines that any of the following has occurred: (a) The Murray Roofing System is damaged by natural disasters, including, but not limited to, lightning, insects, winds in excess of mph measured at roof level, earthquakes, fire, tornado, and hail; or (b) The Murray Roofing System is damaged by any acts of negligence, accidents, or misuse, including but not limited to, excessive traffic, recreational activities, storage of materials on the roof, vandalism, or civil disobedience; or (c) The Murray Roofing System is damaged by infiltration of moisture in, through, or around walls, skylights, vents, copings, HVAC units, building structures, or underlying or surrounding areas; or (d) The Murray Roofing System is damaged by the building structure failing to have adequate strength to support all live and dead loads, including water and snow loads, or by any other structural defects or failures; or (e) The Murray Roofing System is damaged by settlement, distortion, cracking, movement or failure of the roof substrate, coping, walls, structural members or components adjacent to the roof or foundation of said building; or (f) The Murray Roofing System is damaged as a result of attack by roof top contaminants such as solvents, petroleum, oil products, acids, or other harmful chemicals.
4. This Warranty shall be null and void if Murray Roofing determines that any of the following has occurred: (a) If, after installation of the Murray Roofing System by a Murray Roofing Contractor, there are any alterations, test cuts, or repairs made on or through the roof, or objects such as, but not limited to, structures, fixtures, or utilities are placed upon or attached to the roof without first obtaining written authorization from Murray Roofing, or (b) Failure by the Owner to use reasonable care in maintaining the roof, including, but not limited to, periodic cleaning of drains and removal of harmful debris from the roof, or (c) Owner fails to comply with every term and/or condition stated herein.
5. During the term of this Warranty, Murray Roofing shall have free access to the roof during regular business hours.
6. Murray Roofing shall have no obligation under this Warranty while any bills for installation, supplies, services, and warranty charges have not been paid in full to the Murray Roofing Contractor, Murray Roofing, or material suppliers.
7. Murray Roofing'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.
8. This warranty is not assignable by operation of law or otherwise. Application may be made by a new building owner for reissuance of the warranty during the original warranty period. Certain procedures, including an inspection of the Murray Roofing System by a Murray Roofing representative, and fees will apply to any reissuance. Murray Roofing reserves the right, in its sole discretion, to refuse to reissue this warranty.
9. Murray Roofing shall not be responsible for the cleanliness or discoloration of the Murray Roofing System caused by environmental conditions including, but not limited to, dirt pollutants or biological agents.
10. Murray Roofing 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.

FURTHER LIMITATIONS OF WARRANTY:

1. The value of the remedies stated above shall not exceed, singly or in the aggregate, over the life of this warranty, the original installed cost of Murray Roofing's Systems.
2. Murray Roofing's Warranty is contingent upon the exclusive utilization of Murray Roofing's supplies and endorsed products in this installation.
3. Murray Roofing 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 Murray Roofing.
4. The remedies stated herein are the sole and exclusive remedies for failure of Murray Roofing's total roofing system or its components. There are no warranties either expressed or implied, including the implied warranties of fitness for a particular purpose or merchantability, which extend beyond the face hereof. Murray Roofing shall not be liable for any direct, 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.

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