

Protection PLUS™ Manufacturer's Limited Warranty

For a period of 2, 5, 7, 10, 12 or 15 Years, as determined by the Product Warranty Chart (see below), from date of completion, APOC Roofing Systems, Corp., a Delaware Corporation, warrants to the original building owner, that the materials used on the roof (listed below), will be free from any manufacturing defects that will materially affect the products performance on the building owners roof.

Product or Guide Spec Number

Warranty Period (See Published Warranty Qualification Chart*):

- | | |
|----------------------------------|-----------------------------------|
| <input type="checkbox"/> 2 Years | <input type="checkbox"/> 10 Years |
| <input type="checkbox"/> 5 Years | <input type="checkbox"/> 12 Years |
| <input type="checkbox"/> 7 Years | <input type="checkbox"/> 15 Years |

* Warranty Qualification Chart can be found at www.apoc.com.

In the event there is a failure during the warranty period associated with a manufacturing defect of the APOC product(s) installed, APOC shall, at its own discretion, provide the appropriate product(s) or pay for the cost of the defective product only, to return the warranted roofing product(s) to the proper condition. Note: Repair leaks promptly to avoid water damage, including mold growth.

This Limited Warranty is also subject to the following additional terms and conditions:

- A. **SUBMISSION:** Completed form must be returned to APOC within 60 days after completion of job. Completed form must be mailed via certified mail to: APOC Roofing Systems, Corp., C/O Warranty Department, P.O. Box 5449, Tampa, FL 33675.
- B. **PRODUCTS & INSTALLATION:** All components are manufactured by or sold by APOC. This warranty is only applicable when APOC products are properly installed according to published APOC specifications and label instructions by the roofing contractor (listed below).
- C. **EFFECTIVE DATE:** This warranty shall not become effective until all bills for installation; materials and services sold in conjunction with this project are paid for in full.
- D. **EXCLUSIONS FROM COVERAGE:** Damage for any reason to building contents or any part of the building itself, other than the product(s) installed, is excluded from this warranty. Among the causes of failure or damage excluded from the coverage hereof are the following:
 1. Damage or leaks to the roof membrane caused directly or indirectly by unusual occurrences of the elements such as, but not limited to, natural disasters, falling objects, cyclones, tornadoes, or other winds or gusts exceeding Force 7 on the Beaufort scale, earthquakes, lightning, hail, fire, etc.
 2. APOC shall not be liable for any incidental, consequential or other damages including, but not limited to the loss of sales, profits, rent payments, inventory, equipment, valuables or other monetary losses or damages to the structure or the structures contents, even if the actions or remedies provided under this warranty do not perform their specified purpose.
 3. Damage to the roof membrane caused by misuse, abuse, falling objects, tools, foot traffic, additional equipment sign installation, etc.
 4. Damage to the roof membrane caused by clogged drains or lack of adequate drainage to promptly and readily remove water from the roof.
 5. Damage due to ponding water (As defined by the National Roofing Contractors Association.)

6. Damage to, or failure of, the roof membrane in any manner caused or contributed to by settlement, cracking, warping, expansion, contraction, deflection, or other movement of the building structure.
7. Components of the roof system not manufactured by APOC.
8. Mold, bacterial growth and other damage caused by water or moisture entering building, regardless of fault.
9. This Warranty does not cover leaks or damage caused by leaks. This Warranty applies only to materials. This warranty does not include installation or labor costs.
10. The existing roof deck has not been inspected by APOC and is NOT part of this warranty.

F. **ENGINEERING:** APOC does not practice Engineering or Architecture. Neither this warranty nor any review of the building's construction or inspection of roof plans or inspection of the building's structural roof deck by APOC representatives shall constitute any warranty by APOC of such plans, specifications and construction or in any way constitute an extension of the terms of this warranty. Any roof inspections are solely for the benefit of APOC.

G. **OWNER IS RESPONSIBLE FOR ROUTINE ROOF MAINTENANCE:** This Roof System Warranty is not a maintenance agreement or an insurance policy. Routine inspections and maintenance of the roof system must be completed by the owner on a regular basis and is the owner's responsibility. Inspections shall take place on a semi-annual basis and shall be documented. Periodic inspections shall include making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains, etc., and are the owner's responsibility. Lack of regular maintenance shall void this warranty. For specific information on roof maintenance requirements please visit our website at www.apoc.com.

H. **SUBMISSION OF CLAIM:** If the above materials do not perform as stated, owner shall provide written notice of claim, together with Original Proof of Purchase of APOC products within 30 days after discovery of alleged defect to: APOC Roofing Systems, Inc., C/O Warranty Claims Department, P.O. Box 5449, Tampa, FL 33675 (note: contract or invoice from roofer for service, product or work completed does not constitute Proof of Purchase of APOC products. Original Proof of Purchase is required and best obtained from dealer. Copies are not accepted). Failure to so advise APOC in a timely manner shall relieve APOC of any obligation under this warranty. Note: Notice of claim to your contractor does not constitute notice to APOC.

I. **SOLE AND EXCLUSIVE WARRANTY:** THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This written warranty is your exclusive warranty from APOC and represents the SOLE REMEDY available to any owner. APOC MAKES NO OTHER REPRESENTATIONS, CONDITION, GUARANTEE, OR WARRANTY OF ANY KIND OTHER THAN THAT STATED HEREIN. APOC WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, INCLUDING DAMAGE TO INTERIOR OR EXTERIOR OF ANY BUILDING OR CONTENTS, whether for breach of this warranty, negligence, strict liability in tort, or for any other cause. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above exclusions or limitations may not apply to you.

J. **MODIFICATION OF WARRANTY:** This limited warranty may not be changed or modified except in writing, signed by an officer of APOC. No one (other than an officer of APOC) has the authority to assume any additional liability or responsibility for APOC in connection with the APOC product(s) except as described in this Warranty. This Warranty gives you specific legal rights, and you may have other rights that vary from jurisdiction to jurisdiction.

Owner Warranty Record

To be completed by owner and contractor. Keep this record with your contractor's receipt & proof of purchase for future reference. DO NOT SEND TO APOC.

Owner's Name: _____ Phone: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Address of Project, if different: _____
 City: _____ State: _____ Zip: _____
Owner's Signature: _____

Contractor's Name: _____ Phone: _____
 Company Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Roof Specification#: _____ Date of Completion: _____
 Area of Roof (Sq): _____ Cost of Installation: _____
Contractor's Signature: _____

Protection PLUS™ Limited Warranty Registration Form

Owner's Name: _____ Phone: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Address of Project, if different: _____
 City: _____ State: _____ Zip: _____
Owner's Signature: _____

Contractor's Name: _____ Phone: _____
 Company Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Roof Specification#: _____ Date of Completion: _____
 Area of Roof (Sq): _____ Cost of Installation: _____
Contractor's Signature: _____

Upon completion of roof, mail this registration card to:
 APOC Roofing Systems, Corp., C/O Warranty Dept., P.O. Box 5449, Tampa, FL 33675.

