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COMMERCIAL ROOFING WARRANTY

2 year warranty

Name (Owner):	<u>Webster University</u>	Manufacturer:	<u>HydroTech</u>
Property:	<u>Interdisciplinary Science Building</u>	No. of Squares:	<u>8 Protected Membrane Roofing 3 Garden Roof Assembly</u>
Location:	<u>8274 Big Bend Blvd.</u>	Date of Completion:	<u>08/07/2017</u>
	<u>Webster Groves, MO 63119</u>	Date of Expiration:	<u>08/07/2019</u>

Kirberg Company (hereinafter "Contractor") hereby warrants, subject to the terms and conditions set forth herein, that for a period of _ years from the date of completion, Contractor will, free of charge to the Owner, make repairs to leaks in the roofing and flashing installed by Contractor resulting from defects in workmanship applied by or through Contractor. Contractor shall, within the warranty period and during normal working hours, inspect and furnish the labor and materials to repair leaks covered under this Warranty at no cost to Owner.

This Warranty is made under and subject to the following terms and conditions:

1. In order for this Warranty to be effective, the Owner must first notify Contractor of any repairs required under this Warranty. Notice may be given orally, but in order to pursue any claim that Contractor has not honored this Warranty, notification of a leak must be given to Contractor in writing at the address shown above within five (5) days after a leak is experienced. Contractor shall make repairs as soon as practicable after notification.
2. This Warranty does not extend to conditions caused by, and Contractor shall not be responsible for, leaks caused by (1) abuse, misuse, vandalism, lack of maintenance, accident or negligence in maintaining the roof; (2) lightning, hail, windstorm, hurricane, earthquake, thermal shock or other acts of God; (3) other building components, including cracking, building movement, settlement, deflection of roof deck, dry rot, deterioration of walls, water entry through masonry or other building components, and defects in the materials used as a base under the roof; (4) faulty vents, equipment supports, and other penetrations of the roof work and edge conditions, unless such work was performed by Contractor; (5) service to or maintenance of any roof top equipment or traffic of any nature on the roof; (6) acts or omissions of other trades or contractors; (7) movement of metal work; (8) ponding of water; (9) discharge of oils, greases, solvents or chemicals; (10) damage caused by termites, insects, birds or animals; (11) penetration of the roofing from beneath by nails or other fasteners; or (12) blockage of roof drains or gutters. If, during the term of this warranty, the subject property is exposed to earthquakes, tornadoes or hurricanes, the warranty will be void and cancelled.
3. No work shall be done on said roof, including, but without limitation, openings made for flues, vents, drains, sign braces, railings, or other equipment fastened to or set on the roof, and no repairs or alterations shall be made to the roof or flashings, unless Contractor shall first be notified and be given the opportunity, at the expense of the Owner, to make the necessary roofing application thereto. Failure to observe this condition shall render this Warranty null and void with respect to any area of the roof affected thereby.

4. Nothing in this Warranty shall render Contractor liable in any respect for any damage to the Owner's building, or any components or contents thereof, mold, mildew or interruption of any business conducted in the building. Owner should inspect ceilings and overhangs periodically for signs of leakage.

CONTRACTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. This Warranty is intended solely for the benefit of the Owner named above and is not transferable or assignable by the Owner without the express written consent of Contractor.
6. This Warranty shall not be effective unless Contractor receives full payment for installation, repairs, or service in connection with the roofing system covered by this Warranty. If Contractor is called upon to investigate a reported leak and the condition is determined not to be covered under this warranty, Owner will compensate Contractor for repairs, if any, and time expended by Contractor.
7. Contractor's obligation to make repairs to leaks resulting from a deficiency in workmanship during the term of this Warranty is its sole and exclusive obligation to Owner and Owner's exclusive remedy against Contractor. This warranty is not a maintenance contract. Upon expiration of the warranty, Contractor shall have no further obligation.

THIS WARRANTY IS GIVEN AND ACCEPTED IN LIEU OF ALL OTHER LIABILITY OR WARRANTIES ON THE PART OF KIRBERG COMPANY. EXPRESS OR IMPLIED, IN FACT OR IN LAW. ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

8. Any claim alleging any breach of this Warranty or any other claim against Contractor shall be resolved through arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or such other arbitration procedure as the parties may agree and must be initiated no later than one year after the claim arose and in no event later than one year after expiration of this warranty.

KIRBERG COMPANY

By: _____

Jim King, Vice President