

EST-1000

Burkeline® Gold

Total Roofing System Warranty for Commercial Building

Serial No. _____

Building Owner _____

Roofing Applicator _____

Building _____

Address: _____

Address: _____

Material Type _____

Sq. Ft. of Burkeline Roof _____

Type of System _____

Completion / Acceptance Date _____

Inspector _____

BURKE RUBBER COMPANY, a division of Burke Industries, ("Burke") warrants to the building owner ("Owner") of the commercial building described above, that subject to the terms, conditions and limitations stated herein, Burke will cause to be repaired any leaks in the Burkeline Roofing System, but not in excess of the Owner's original cost of the installed roof over the life of this warranty for a period of _____ years, commencing with the date of the final inspection and acceptance of the Burkeline Roofing System ("Roofing System") installation by the approved inspector listed above (except as stated in paragraph 6).

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Burke with written notice within thirty (30) days of the discovery of any leaks in the Roofing System.
2. If upon Burke's inspection, Burke determines that the leaks in the Roofing System are caused by defects in the Roofing Systems material or workmanship of the Burke-approved roofing applicator, except as provided in paragraphs 3 and 4, Owner's remedies and Burke's liability shall be limited to Burke's repair of the Roofing System subject to the cost limitations set forth above.
3. This warranty shall not be applicable if, in the sole judgment of Burke, any of the following shall occur:
 - a. The Roofing System is damaged by natural disaster, including, but not limited to, lightning, hurricanes, tornadoes, earthquakes, winds of peak gust speed of ___ mph measured 35 feet above the ground, or
 - b. The Roofing System is damaged by any act of negligence, accidents, or misuse, including but not limited to, vandalism, civil disobedience, or acts of war, or
 - c. Metal work, drain inserts or other material not furnished or approved by Burke is used in the Roofing System and causes leaks, or
 - d. The Roofing System is damaged through settlement or structural failure of the roof deck or the supporting members, or
 - e. The Roofing System is damaged by special chemical conditions not disclosed to Burke.
4. This warranty shall be null and void if in the sole judgment of Burke any of the following should occur:
 - a. If, after installation of the Roofing System by the Burke-approved roofing applicator, there are any alterations 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 Burke, or
 - b. Failure by the Owner or lessee to use reasonable care in maintaining the integrity of the roof from physical damage, or
 - c. Owner fails to comply with every term or condition stated herein.
5. During the term of this warranty, Burke, its agents, or employees shall have free access to the roof during regular business hours.
6. Burke shall have no obligations under this warranty unless all bills for installation, supplies, and service have been paid in full to the Burke-approved roofing applicator and all material suppliers including Burke.
7. Burke'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 supersedes and is in lieu of any and all other expressed warranties that are in conflict with the terms and conditions stated herein.

THE WARRANTIES SET FORTH ON THE FACE HEREOF ARE MADE IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BURKE BE LIABLE FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR OTHER DAMAGES RESULTING FROM THE USE OF THE ROOFING SYSTEM OR CAUSED BY ANY DEFECT, FAILURE OR MALFUNCTION OF THE ROOFING SYSTEM, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE.

NO REPRESENTATIVE OF BURKE HAS AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISES EXCEPT AS STATED HEREIN.

BURKE INDUSTRIES

By: _____ Title: _____

Authorized Signature _____ Date: _____

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