

LIMITED WARRANTY

Area Warranted: Roofing Work per Contract

Subject to the terms, conditions and limitations contained herein, Code Red Roofers, Inc. (hereinafter referred to as the "Contractor"), shall be responsible for any defects in workmanship on the roof at the above referenced property. This Limited Warranty is for the benefit solely of the Purchaser as identified above (hereinafter referred to as the "Purchaser") and is neither assignable nor transferable unless written notification is provided to Contractor within thirty (30) day of the transfer of ownership. This transferability is limited to one time only from the Purchaser who owns the house at the date of installation to only one new Purchaser during the period ending one (1) year after the date of the original installation. After (see contract for years) from the date of installation the Contractor has no further responsibility whatsoever.

TERMS, CONDITIONS AND LIMITATIONS OF LIMITED WARRANTY:

1. Contractor shall have no responsibility under its Limited Warranty unless Contractor has received payment in full as outlined in the signed proposal within 15 days of substantial completion of all materials, installation, supplies, and service provided in connection with the roof and any service work thereafter.
2. Liability under this Limited Warranty and its obligations to expend the funds necessary to make repairs over the life of this warranty shall be limited in amount to the Purchaser's original cost of the roof during the first (see contract for years) after the date of installation. After (see contract for years) from the date of installation Contractor has no responsibility whatsoever. The Purchaser's sole remedy against Contractor with respect to the roof shall be for breach of this Limited Warranty.
3. Obligations under this Limited warranty and otherwise shall terminate immediately, in the event that:
 - a. The roof is damaged by natural forces, including but not limited to winds equal to or in excess of forty-five (45) miles per hour; launched debris; lightning or similar acts of God, or natural causes:
 - b. The roof is damaged by willful, unwilful or negligent acts, including but not limited to fire; vandalism; labor strikes; civil uprisings; acts of war or other misuse.
 - c. The Purchaser or any other person uses materials not furnished and installed by contractor to make repairs or retrofit to the roof.
 - d. The roof is damaged by debris or wind-blown debris, including but not limited to all roof related sheet metal, equipment, tree limbs, etc;
 - e. The Purchaser or any other person fails to use reasonable care in maintaining the roof:
 - f. The building or any part of the roof system experiences structural failures, including but not limited to settling or shifting of the building or movement; cracking or deflection of the roof deck, roof substrate or roofing insulation; or interior pressure;
 - g. The roof is damaged by certain conditions, including but not limited to, chemical; animals; insects; birds; paints; solvents; coating; interior pressure; algae fungus; environmental causes; etc.;
 - h. There are any alterations or repairs made on or through the roof, or objects including but not limited to pipes; antennas; dormers; fireplaces; or if any type of structures, fixtures or utilities are placed on the roof;
 - i. The Purchaser or any other person fails to comply with any material term or condition of this Limited Warranty; or
 - j. The Purchaser fails to notify Contractor in writing within 10 days of any roof leak;
 - k. The Purchaser or anyone else transfers ownership of the building, land or leasehold without notifying Contractor in writing within 10 days of transfer.
 - l. The Purchaser fails to provide a signed copy of both the Contract.
4. Contractor shall have no obligations under its Limited Warranty for backup of nails; discoloration, rusting, speckling, curling or leakage of any part of the roof caused by but not limited to U.V., ozone, algae, fungus, environmental causes, etc.
5. Contractor shall not be liable for, and this warranty does not cover consequential or special damage of any kind, including but not limited to damage to the interior or exterior of any building or to any property contained in or near it.
6. During the term of this Limited Warranty, Contractor, its agents or employees shall have free access to roof during regular business hours.
7. 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. Contractor shall not be liable for any acts of negligence or malfeasance arising out of the roof or any work performed in connection with the roof except as described in this Limited Warranty. This Limited Warranty shall be the Purchaser's exclusive and sole remedy against Contractor with respect to the roof and the work performed in connection with the roof. Performance by Contractor of its obligations under the Limited Warranty satisfies all obligations and liability of every kind and nature of Contractor to Purchaser. Contractor shall not be liable for any property damage or personal property damages. Contractor shall not be liable for any loss of use, damages for delay, consequential damages or incidental damages.
9. Purchaser agrees to pay Contractor for all costs attributed to work performed as the result of service calls for items that Contractor exclusively determines are not covered under this warranty. Purchaser agrees this warranty shall be null and void if Purchaser does not pay service call work invoices within 10 days of invoice.
10. Purchaser and Contractor acknowledge that this is a contract for the performance of services and all payments made pursuant to this contract are for services rendered. The parties agree that this contract is not a contract for the sale of goods. In the event,
THERE ARE NOT WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THE LIMITED WARRANTY, THIS LIMITED WARRANTY SUPERCEDES AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
11. Purchaser's performance of its obligations under the Limited Warranty is subject to, and to be determined by Contractor, good faith acceptance of and satisfaction with such performance. Contractor's good faith determination of the cause of leaks or damage to the roof shall be conclusive.
12. During the term of this Limited Warranty, any notifications from the Purchaser about the roof that include a site visit, and result in an issue with the roof that is not covered under this Limited Warranty, there will be a service fee charged to the Purchaser for the site visit. If the service fee is not paid to the Contractor within 30 days, the Limited Warranty will be cancelled due to failure to pay.

If you need to fill out a Warranty Claim, go to <https://www.coderedroofers.com/warranty-claim>; **you must acknowledge this warranty at the bottom of the claim form if you wish to submit a claim.**