



**Attachment 100**  
**Additional Terms, Conditions, and Limitations**

1. This system warranty (“**Warranty**”) is made by Performance Roof Systems, Inc., A SOPREMA Group Company, a Delaware corporation.
2. The products covered by this system warranty (this “**Warranty**”) are all the products (referred to as the “**roofing**”) produced or sold by PRS or any of its affiliates and pre-approved through warranty registration.
3. The Contractor was not hired by PRS and thus is not an agent of PRS. Any future work impacting the roofing must be performed by a contractor authorized to install and service PRS roofing, selected and hired by or on behalf of Owner. Contact PRS if you would like to receive names of authorized contractors.
4. The design and installation of the roof assembly must be in accordance with applicable instructions, details, specifications, engineering, approvals, codes, laws, regulations, and good roofing practices. All services by PRS related to design, engineering, construction, review of project documents or conditions, and site visits were for the benefit of PRS in connection with its decision to deliver this warranty, were limited in scope, were provided as a courtesy, and do not expand PRS’s obligations under the terms of this Warranty, including situations when issues were or should have been known by PRS. These services were not offered, and should not be considered, as a substitute for fulltime quality assurance, project management, or professional design services.
5. Owner is responsible for ensuring that the roofing is maintained in accordance with PRS’s Care and Maintenance Guide (see Form 901), as well as good maintenance practices, and for promptly notifying PRS of any change in usage, conditions, or occupancy adversely affecting the roofing.
6. When requested, PRS and its representatives will be provided prompt, free, safe, and ready rooftop access, and will comply with Owner’s safety and security protocols. Access will be provided during regular business hours, and, if requested, other times.
7. This Warranty covers the roofing when it is included in a properly designed and installed roof assembly and the roofing develops a leak as a result of a manufacturing defect in the roofing. The Warranty will provide Owner with a remedy when Owner follows the Warranty Claim Procedure (see Form 900) and the merits of the claim have been reviewed and confirmed. References by PRS to a “valid” or “validated” claim means that the merits of the claim have been reviewed and confirmed.
8. Following are some examples of conditions and types of damage that are outside the scope of this Warranty:
  - a. The effects of lightning, fire, flood, thermal shock, explosion, wind, hail, seismic event, hurricane, or tornado.
  - b. Installation workmanship.
  - c. The lack of positive slope or inadequate drainage, unless water is retained by design for no longer than 48 hours after the end of a precipitation event.
  - d. Inaccessible leaks concealed below rooftop equipment, overburden, or other obstructions.
  - e. Application of the roofing to an unsuitable or inadequately prepared substrate, or subsequent substrate deficiency.
  - f. Failure of roofing substrates or attachments.
  - g. A deficient pre-existing condition.
  - h. Any sources of water entry, other than through the roofing supplied by PRS.
  - i. Building, component, or substrate movement, settlement, deflection, vibration, or displacement.
  - j. The accumulation of moisture from condensation within or below the roofing.
  - k. The effect(s) of extreme, unnatural exposures, for example;
    - i. highly reflective surfaces, such as windows, walls, or both;
    - ii. hot air, steam, or heated materials discharged from equipment or exhaust systems; or
    - iii. extreme internal building conditions affecting temperature, humidity, or both, such as industrial furnaces, ovens, freezers, cold storage, or other refrigerated occupancies.
  - l. Plants, animals, insects, or other living organisms.
  - m. Incompatible materials or substances.
  - n. Vandalism, misuse, abuse, excessive traffic, or rooftop loads.
  - o. Falling, flying, dropped, discharged, or blown objects.
  - p. Change in type of building or rooftop usage, conditions, or occupancy that adversely affects the roofing.
  - q. Unauthorized or improper repairs or modifications that adversely affects the roofing.
9. Repairs, including emergency repairs, to stop a leak may be made at Owner expense and will not void this Warranty. It is Owner’s responsibility to pay the cost of remediating any improper roofing repairs. Promptly after making repairs, Owner is responsible for following the Warranty Claim Procedure (see Form 900).
10. Either party’s failure to exercise or enforce any of its rights under this Warranty is not a waiver and does not preclude it from exercising the same or any other right in the future. Owner’s failure to comply with any of the

provisions of this Warranty applicable to it relieves PRS of its obligations to service any damage or condition that could have been avoided or mitigated had Owner complied with its obligations.

11. This Warranty is governed by and is to be construed and enforced in accordance with the internal laws of Ohio, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. Disputes between the parties will not be litigated, and will be resolved according to the process set forth in Form 902 – Dispute Resolution Provisions.
12. The terms of this Warranty are severable so that any illegal, invalid, or unenforceable provision, if feasible, will be modified so that it becomes legal, valid, and enforceable, or if not so feasible, stricken; in either case without affecting the validity or enforceability of the remaining provisions.
13. This Warranty (including the documents incorporated by reference) sets forth the entire agreement between PRS and Owner with respect to the roofing. PRS disclaims, and Owner waives, any prior affirmation of fact or promise, whether written or oral, not expressly stated in this Warranty. The terms of this Warranty may not be altered, modified, or supplemented, except in a document that is created and signed by a corporate officer of PRS.
14. The damages excluded by the terms of this Warranty include the following, even if PRS has been informed of the possibility, or even the likelihood, of any of these types of damages:
  - a. Loss or reduction of profits.
  - b. Interruption of business.
  - c. Injury to or illness or death of people, including injury, illness or death proximately caused by a failure to adequately service and maintain the roofing, adjacent systems, or overburden.
  - d. Animals, or other living organisms.
  - e. Damage or loss caused by or attributable to indoor air quality, including, the presence or growth of mold, mildew, or other similar substance in, on, or about the roofing assembly
  - f. Damage to or destruction of property, including the building or any of its contents.
15. This Warranty may be transferred to a subsequent building owner upon compliance with the following requirements: (a) no later than 6 months after ownership changes, a transfer request is made in writing to PRS's Warranty Department, (b) at the time the request is made, PRS is paid its then current transfer fee, and (c) Owner completes any repairs to the roof assembly or other building components necessary to preserve the watertight integrity of the roofing for the remaining term of this Warranty.

**For Questions Contact:**

**Performance Roof Systems, Inc.  
Warranty Department  
4800 Dr. Martin Luther King, Jr. Boulevard  
Kansas City, MO 64130-2818  
Phone: (816) 921-0221  
[www.performancerofsystems.us](http://www.performancerofsystems.us)**

**Form 900**  
**Warranty Claim Procedure**

Warranty claims must be submitted within 30 days after a leak or other related issue is discovered, unless a different notice period is expressed in a rider. Time is of the essence. Claims must be submitted to PRS's Warranty Department. Contact information is provided below.

To report a leak and make a claim, send an email describing the claim, location of the leak in the facility, warranty number and contact person to [prswarrantyclaims@performancerooftsystems.us](mailto:prswarrantyclaims@performancerooftsystems.us).

For wind-related claims, the following additional items must be submitted: (1) a signed and sealed report by a licensed professional engineer documenting findings that identify and support the cause(s) and extent of the damage resulting in the leak, and (2) wind speed data from a rooftop anemometer or other wind speed data collection point for the period of time from the effective date of the Warranty to the date of the claim (or, if such data was submitted in connection with a prior claim, from the end date of the prior data to the date of the new claim).

For hail-related claims, a signed and sealed report by a licensed professional engineer documenting findings that identify and support the cause(s) and extent of the damage resulting in the leak must also be submitted.

Upon receipt of a properly documented warranty claim, PRS will determine if a site visit is desired. If so, you will be contacted in order to coordinate arrangements. You must provide PRS and its representatives with prompt, free, safe, and ready access to roofing or waterproofing surfaces that are free of snow, ice, and any other obstructions. You agree to provide access during normal business hours or, if requested, other times. PRS agrees to follow any safety and security protocols you have in place for visitors.

When PRS confirms the merits of the claim, PRS will provide the remedy set forth in the warranty. PRS may require that you perform certain work before warranty repairs commence.

In making warranty repairs, PRS will attempt to closely match materials and colors, as inventories allow. Authorized warranty repairs will become subject to the warranty, but do not extend its term. Conditions may vary, thus the scope, manner, and timetable of repairs may vary as well.

If PRS determines that a claim does not have merit, you will be promptly notified and provided with an explanation. Any suggestions or other assistance provided by PRS is provided as a courtesy, in an effort to be helpful. PRS makes no warranty, express or implied, as to the accuracy or completeness or the results to be obtained from its suggestions or other assistance.

It is your responsibility to remedy any condition not covered by the terms of the warranty when that condition is adversely affecting the roofing or waterproofing. The warranty will not be voided if you do not address such a condition or conditions, but the merits of any future claim could be affected.

**For additional information contact:** **Performance Roof Systems, Inc.**  
**Warranty Department**  
**4800 Dr. Martin Luther King, Jr. Boulevard**  
**Kansas City, MO 64130-2818**  
**Phone: (816) 921-0221**  
**Email: [prswarranty@performancerooftsystems.us](mailto:prswarranty@performancerooftsystems.us)**

**Form 901  
Care and Maintenance Guide**

**A routine Care and Maintenance program is fundamental to the long-term performance of your roofing and waterproofing products. As the Owner, you are responsible for ensuring that at least two documented Care and Maintenance inspections are conducted and recorded each year. The objective is to find, record, and correct any observable conditions that may have an adverse effect on the roofing or waterproofing. Failure to adequately care for and maintain your roofing or waterproofing will not void the warranty, but could affect any future warranty claims.**

**When to conduct Care and Maintenance Inspections**

- In the spring and fall.
- After all severe exposures, such as high winds, excessive snow, ice, rain, hail, seismic events, or flooding. If significant damage is found, it is prudent for you to retain the services of a roofing or waterproofing professional and to notify your insurance carrier.
- After the roofing or waterproofing is accessed for purposes of an inspection, cleaning, maintenance, or other purpose (such as equipment maintenance, window cleaning, or adjacent building work).

**Recommended Procedures and Proper Recordation of Care and Maintenance Actions**

A sample form of Care and Maintenance Log appears below. Regardless of the means you use to record Care and Maintenance actions, the following information should be documented:

- Date of Inspection.
- Time the Inspection Began.
- Time the Inspection Ended.
- Ambient Air Temperature.
- Weather Conditions.
  - For example, sunny, partly cloudy, mostly cloudy, raining, or snowing.
- Inspector's Name.
- Actions and Documentation.
  - Inspections may be performed by your personnel who are trained or otherwise experienced in the best practices for safely conducting routine Care and Maintenance services related to roofing and waterproofing assemblies.
  - If you do not have personnel who are trained or otherwise experienced in the best practices for safely conducting routine Care and Maintenance services related to roofing and waterproofing assemblies, PRS encourages you to retain the services of a professional contractor or consultant to do that for you.
  - Observe all accessible portions of the roofing or waterproofing, including transitions, terminations, and penetrations.
  - Search for evidence of physical damage, displacement, open membrane laps, accumulation of sediments or debris, or other conditions that may have an adverse effect on the roofing or waterproofing.
  - Describe and photograph representative conditions that have had or may have an adverse effect on the roofing or waterproofing.
  - Describe and photograph any conditions that may have an adverse effect on the roofing or waterproofing, for example:
    - adjacent walls;
    - sealants;
    - coatings;
    - equipment;
    - sheet metal flashings;
    - pipes;
    - pitch pans;
    - drains;
    - scuppers;
    - pavers;
    - garden roof components; and
    - any unusual exposures or conditions.
  - Describe and photograph any roofing or waterproofing repairs or modifications, including date of the work and the individual or company who completed the work. All roofing and waterproofing repairs and modifications must be performed by an authorized contractor retained by you.
  - Describe and photograph conditions during and after equipment maintenance and adjacent building work.

- Describe and photograph any areas where the roofing or waterproofing is leaking, and then report the leaks using the procedure described in Form 900 – Warranty Claim Procedure.

### **Limit Access**

For areas of the roofing or waterproofing not designated for traffic, we recommend you limit access to authorized personnel only and require all individuals to register or sign in. It is good practice to post a sign at all access points that includes the following statement: “STOP. ACCESS RESTRICTED TO AUTHORIZED PERSONNEL ONLY.” At your request, PRS will provide you with signs.

### **Addressing Deficiencies**

It is your responsibility to promptly correct all deficiencies observed during Care and Maintenance inspections, other than repairs that PRS is obligated to make pursuant to a valid claim. PRS may require that you perform certain work in advance of its warranty repairs. This will occur when that initial work is necessary to ensure that the warranty repairs will be effective. As stated in the warranty, any future work impacting the roofing or waterproofing products must be performed by a contractor retained by you who is authorized to install and service PRS roofing or waterproofing.

### **Cleaning the Roofing or Waterproofing**

The roofing or waterproofing must be kept free of debris. Low-pressure tap water dispensed from a garden hose and/or soft bristle brooms may be used to remove dirt and debris from surfaces. Where permissible, mild detergents may be used to clean surfaces, then use clean water to remove the detergent. Prevent dirt, debris, and other inappropriate materials from entering storm drainage systems. Tools that may damage the roofing or waterproofing products, such as metal shovels and rakes, should NOT be used. High-pressure water should NOT be used, unless expressly authorized in writing by PRS. Owner / contractor are responsible to verify that all cleaning operations meet required regulatory environmental requirements. Contact PRS prior to cleaning roofing or waterproofing products with foil surfaces.

### **Documenting Warranty Claims**

Refer to Form 900 – Warranty Claim Procedure, included with your PRS warranty. All claims must include a copy of your Care and Maintenance Log.

### **Additional Resources**

For further information and guidance, you may wish to review the Manual of Roof Maintenance and Repair jointly published by the National Roofing Contractors Association and the Asphalt Roofing Manufacturers Association, or other applicable industry publications.

See the next page for a sample Care and Maintenance log.

**Care and Maintenance Log**  
(Sample)

**Instructions:**

The following activities are **required** to be completed and documented **two (2) times per year** as a record of care and maintenance:

**Date of Inspection:**

**Beginning Time:**

**Ending Time:**

**Ambient Air Temperature:**

**Weather Conditions:**

**Inspected by (Name):**

**Leaks Observed:**

**Product Issues Observed:**

**Adjacent Issues Observed:**

**Other information observed or noted that have had or may have an adverse effect on the roofing or waterproofing products:**

**Inspected by (Signature):** \_\_\_\_\_

**Form 902**  
**Dispute Resolution Procedure**

**Purpose**

The procedure set forth in this document establishes a fair and cost-effective plan for resolving any disagreements arising out of or relating to the above-referenced PRS warranty (the "**Warranty**"). It starts with good faith negotiations, allows either party to progress to mediation, and then, if necessary, ends with binding arbitration.

THE PARTIES AGREE THAT THE PROCEDURE SET FORTH IN THIS DOCUMENT IS THE EXCLUSIVE METHOD FOR RESOLVING A "DISPUTE".

**What is a Dispute?**

For purposes of this document, the term "**Dispute**" means an unresolved or disputed claim or controversy related to the Warranty, including any controversy concerning breach, enforcement, interpretation, or validity of the Warranty, or the merits of any Warranty claim.

**How Is the Existence of a Dispute Established and When Does it Arise?**

Owner establishes the existence of a Dispute by doing the following:

- Submit a properly documented Warranty claim (see the Warranty Claim Procedure for guidance), and then:
- After PRS has delivered a Warranty Claim Closure Letter, do one of the following:
  - Provide PRS with a written explanation of why the conclusions communicated by PRS in a Warranty Claim Closure Letter are incorrect; or
  - Provide PRS with a written explanation of why PRS did not fulfill or is not fulfilling the commitments it made in the Warranty or the Warranty Claim Closure Letter.

The Dispute arises on the date of the PRS Warranty Claim Closure Letter.

IT IS IMPORTANT THAT YOU TAKE NOTE OF THE DATE OF THE WARRANTY CLAIM CLOSURE LETTER BECAUSE AN ARBITRATION PROCEEDING, ASSUMING YOU WISH TO COMMENCE ONE, MUST BE COMMENCED BEFORE THE ONE YEAR ANNIVERSARY OF THIS DATE.

Once PRS determines that a Warranty claim does not have merit, submitting a subsequent Warranty claim related to the same or a similar condition does not establish a new Dispute.

**Negotiations**

Once a Dispute is established, the parties will attempt to negotiate a resolution. The time they dedicate to this effort may vary depending on the circumstances. Each party agrees to designate a knowledgeable person to be its primary point of contact, and to negotiate in good faith.

If either party becomes dissatisfied with the progress of the negotiations, the next step to Dispute resolution will be mediation. The party electing to mediate must promptly provide the other party with written notice of its decision.

**Mediation**

Once a party elects to start the mediation process, the parties will cooperate with one another in selecting a mediation service, and will cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings.

The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between them.

A week or more before the date of the mediation, the parties agree to exchange mediation statements, which they will share with the mediator.

The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

**Arbitration as a Final Resort**



If either party refuses to fully participate in the mediation, or if the mediation ends in an impasse, either party may commence a binding arbitration proceeding, provided the arbitration is commenced before the one year anniversary of the date of the applicable Warranty Claim Closure Letter. Time is of the essence.

The arbitration will be administered by JAMS (or another alternative dispute resolution service agreed to by the parties). Assuming JAMS is used, the arbitration will be administered pursuant to its Streamlined Arbitration Rules & Procedures (the "**Rules**").

All aspects of the arbitration will be treated as confidential.

The arbitration will be conducted in Cleveland, Ohio, or at any other location mutually agreed to by the parties, before a neutral arbitrator who is acceptable to the parties, or, if they are unable to agree upon an arbitrator within 30 days after the arbitration process is initiated, a neutral arbitrator will be selected by JAMS. The arbitrator should be someone with knowledge of building enclosure materials performance and design requirements.

Any issue concerning the extent to which any Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, is governed by the Federal Arbitration Act and will be resolved by the arbitrator. No potential arbitrator will be appointed unless he or she has agreed in writing to abide and be bound by these procedures.

The arbitrator will have no power to award non-monetary or equitable relief of any sort. The arbitrator will have no power to award (a) damages inconsistent with any applicable agreement between the parties, or (b) punitive or any other damages not measured by the prevailing party's actual damages; and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.

In no event, even if any other portion of these provisions is held to be invalid or unenforceable, does the arbitrator have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

It is the intent of the Parties that a full and fair exchange of information be made in advance of any arbitration proceeding, so that the Parties have adequate opportunity to prepare their position(s) for the arbitration. To that end, the arbitrator has the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, production of documents, exchange of summaries of testimony of proposed witnesses, and/or examinations by deposition of Parties.

The arbitrator will decide all discovery disputes.

The final decision of the arbitrator must be in writing and presented in separate findings of fact and conclusions of law. The decision of the arbitrator is final and binding upon the parties.

An order confirming the award or judgment upon the award may be entered in any court having competent jurisdiction.

Any monetary award will bear interest at the legal rate of interest in the state where the arbitration is conducted, from the date of the award, or any later due date, until paid in full.