



ERC 20 Year NDL Warranty

Building Owner

(Authorized Signature)
Printed Name: _____
Building Address: _____

Environmental Roof Components

(Authorized Signature)
Date: ____ . ____ . ____
Warranty # _____
Warranty effective _____ to _____

Environmental Roof Components, LLC. (ERC) warrants to the Building Owner (Owner), of the building described above, that subject to the terms, conditions, and limitations stated in this warranty, ERC will repair any leak in the ERC Roofing System for a period of 20 (Twenty) years, starting and ending on the dates also indicated below. This warranty is Not limited to any Dollar Limit.

Terms, conditions, and limitations

1. The Owner shall not make changes or repairs to the ERC Roof System without knowledge and inspection by an authorized ERC installer or Representative technician.
- a. If any alterations to the building that would affect the ERC Roof System shall occur, a ERC authorized installer must be consulted. Upon completion of the alteration, ERC must conduct an inspection to certify that these alterations do not affect the performance of the ERC Roof System.
2. The Owner shall provide ERC with written notice to the address printed below within thirty days of the occurrence of any leaks within the Roofing System. By doing so, the Owner authorizes ERC to investigate said leak. Upon completion of the investigation, if it is determined that the leak is outside the scope of this warranty, the Owner is responsible for investigation and repair costs.
3. ERC requires yearly inspections of the Roof System to ensure the integrity of the system at the Owners expense.
4. This warranty is not applicable if ERC determines that any of the following have occurred:
 - a. The ERC Roof System is damaged by infiltration of moisture due to HVAC units, building structures, windows, walls, skylights, vents, copings, underlying or surrounding areas;
 - b. The ERC Roof System is damaged by “natural disasters” or “acts of God”, including but not limited to: lightning, winds in excess of _____ miles per hour, earthquakes, fire, tornado, hail;
 - c. The ERC Roof System is damaged by negligence, accidents, or misuse, including but not limited to: excessive traffic, recreational activities, storage of materials on roof, vandalism, civil disobedience, government action;
 - d. The ERC Roof System is damaged by the building structure, caused by failure to have adequate strength to support all loads, including water and snow loads, or by any other structural defect or failure;
 - e. The ERC Roof system is damaged as a result of contaminates, such as solvents, petroleum, oil products, acids, or other harmful chemicals.
 - f. The ERC Roof System is damaged by settlement, distortion, cracking, movement, or failure to the roof substrate, coping, walls, structural members, or components adjacent to the roof or foundation of said building;
5. This warranty shall be Null and Void if ERC determines that any of the following has occurred:
 - a. The Owner or Owner’s representative fails to utilize ERC or an authorized installer in the repair and/or maintenance of the roof system.
 - b. The Owner fails to comply or impedes with any term and/or condition stated herein.
 - c. The Owner fails to make necessary repairs stated in any inspection report completed by ERC or a ERC Consultant.
6. During the term of this warranty, ERC shall have unrestricted access to any roof area during regular business hours.
7. ERC shall have no obligation under this warranty if any bills for installation, supplies, services, repairs, and warranty charges have not been paid in full to ERC or ERC contractors at any time during the warranty date.
8. ERC’s reserves the right not to enforce any part of these terms or conditions at its sole discretion, and as such, shall not be construed to be a waiver of such provision.
9. This warranty is not assignable by operation of law. Application may be made by a new building owner for re-issuance of the warranty during the original warranty period. Certain procedures, including an inspection of the ERC Roof System by a ERC representative, and fees will apply to any re-issuance. ERC reserves the right, in its sole discretion, to refuse to re-issue this warranty.
10. ERC shall not be accountable for the cleanliness or discoloration of ERC Roof System caused by environmental biological agents (i.e. dirt, pollutants, ...).
11. ERC shall have no liability, under any theory of law, for any claims, repairs, restoration, or other damages including, but not limited to: consequential or incidental damages, relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

ERC does not warrant products, utilized in this installation, which are not branded with ERC; and specifically disclaims liability, under any theory of law, arising out of the installation and performance of, or damages sustained by or caused by, products not branded by ERC. The remedies stated herein are the sole and exclusive remedies for failure of the roofing system or its components. There are no warranties either expressed or implied, including the implied warranties of fitness for a particular purpose and merchantability, which extend beyond the face hereof. ERC shall not be liable for any incidental, consequential, or other damages including but not limited to: loss of profits or damage to the building or its contents under any theory of law.