



LIMITED LABOR & MATERIAL WARRANTY

dibiten™ Limited Warranty Registration Information

Series:

(Please Print or Type – must be completed or Limited Warranty is invalid.)

Building Name _____

Building Address _____
(City) (State) (Zip)

Building Principal Use _____

Owner's Name _____ Owner's Telephone () _____

Owner's Address _____
(City) (State) (Zip)

Owner's Signature _____

Contractor's Name _____ Telephone () _____

Contractor's Address _____
(City) (State) (Zip)

Contractor's Signature _____

From Whom Purchased (Distributor) _____

Job Completion Date ____ / ____ / ____ Number and Size of Rolls Used: _____

Dibiten Membrane Applied and Warranty Period:

12 Year

- Dibiten Poly/4, Poly 4.5
Slate or Poly 4.5 FR

20 Year (2 Ply Systems only)

- Dibiten Base Ply Poly/4
 Dibiten Ply Sheet Poly/4, Poly/4.5 Slate or Poly/4.5 FR

All smooth-surfaced Dibiten products must have approved coating.

To validate this warranty all information on this form must be completed and mailed within ten (10) days of job completion to:

**Dibiten Roofing Systems
Guarantee Services Unit R-15
10100 West Ute Ave.
Littleton, CO 80127
Phone: (800) 922-5922**

DIBITEN, warrants to the original building owner that, subject to the conditions herein set forth, the Dibiten Modified Bitumen Membrane ("the Membrane") identified herein is free from manufacturing defects which will result in a leak and that the Membrane will not deteriorate due to weathering so that it becomes incapable of maintaining a watertight roofing system. If, in fact, manufacturing defects result in leaks, Dibiten will, during the warranty period and subject to the conditions set forth below, make repairs or cause repairs to be made to the Membrane, or will replace the same (exclusive of non-Dibiten flashing, or other materials used as a roof base over which the Membrane is applied and repairs required by defects therein) as required to prevent leaks in the roof resulting from such manufacturing defects.

Extent of Dibiten Liability: The maximum liability of Dibiten shall be limited to repair or replacement of that portion of the membrane containing a manufacturing defect which has resulted in leaks. Dibiten's maximum liability over the term of this warranty is \$100.00 inclusive of both labor and material for each installed roofing square (100 ft²) of Dibiten Roofing Membrane. The warranty term shall commence on the date of the completion of the application of the Membrane. Dibiten is not responsible for any cost related to the removal or replacement of any non-Dibiten products present in the roof to which the Dibiten product is applied.

Retain this limited warranty, the roofing contractor's invoice and any other documents regarding your roof. They will be required in the event of a claim.

CONDITIONS TO WARRANTY COVERAGE

1. **Proof of Purchase:** Claims under this warranty will require proof of purchase.
2. **Notification to Johns Manville:** The owner must notify Johns Manville by certified mail to the Guarantee Services Unit listed on the reverse side of this warranty, of any leaks alleged to result directly from manufacturing defects within thirty (30) days following discovery of such leaks.
3. **Maintenance:** Johns Manville requires that the owner initiate and follow a maintenance program in accordance with the maintenance recommendations found below.
4. **Right of Inspection and Time of Repair or Replacement:** Johns Manville shall have a reasonable time after notification to inspect the Membrane and if Johns Manville determines there are manufacturing defects covered by this warranty, Johns Manville will have ninety (90) days after receipt of notification of said leaks to make or cause to be made repairs or replacement.

EXCLUSIONS

JOHNS MANVILLE AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE MEMBRANE IS AFFIXED) OR ITS CONTENTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE. JOHNS MANVILLE AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIMITED LIABILITY SET FORTH IN THIS LIMITED WARRANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDIES OR ACTIONS PROVIDED FOR HEREIN FAIL THEIR PURPOSE.

Johns Manville shall not be liable for any damages to roof insulation, roof decks or any base over which the Membrane is applied, or for leaks, damages or injuries attributable to any of the following (or any combination thereof):

- (1.) Workmanship, including faulty or improper application of the Membrane. Faulty or improper application is that application not done in accordance with Johns Manville published specifications and application recommendations in effect at the time of the application of the Membrane.
- (2.) Deterioration to areas of the roof or areas of base flashing resulting from inadequate drainage.
- (3.) Any changes in the building usage unless approved in advance in writing by Johns Manville.
- (4.) Any maintenance, repairs, alterations or new installations to the Membrane or the base flashing that take place after the completion of the original installation, unless carried out in a manner which is acceptable and approved in advance in writing by Johns Manville.
- (5.) Deterioration of the Membrane caused by moisture infiltration or condensation that occurs in, around or under the roof deck, coping walls, or unbonded flashings.
- (6.) Damage caused by non-Johns Manville materials, including, but not limited to, flashings, whether of membranes ply or other materials, or expansion joints, metal work, pitch or penetration pans, walkways, or any rooftop units or equipment.
- (7.) Natural disasters including, but not limited to, lightning, floods, strong gales, windstorms, seismic disturbances, hurricanes, tornadoes, hailstorms, or impact of foreign objects or other violent storms or casualty.
- (8.) Acts of war, civil insurrection, riot, or vandalism.
- (9.) Damage resulting from any form of rooftop traffic, misuse, abuse or negligence.
- (10.) Damage resulting from exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, organic or inorganic polar materials, or oils.
- (11.) Damage resulting from vermin.
- (12.) Building expansion or additions or reductions; settling, shifting, distortion, failure or cracking of the roof deck, walls or foundation of the building.
- (13.) Structural defects or failures in the building to which the Membrane is applied.
- (14.) Leaks or damages due to failure to follow the Johns Manville recommended maintenance program.
- (15.) Splitting, cracking, blistering, delamination or separation of the membrane due to underlying materials (e.g. base sheets, insulation or structural decks).
- (16.) Applications over buildings with high internal humidity, freezer buildings, or buildings used for cold storage.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, JOHNS MANVILLE DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY STATED IN THIS LIMITED WARRANTY.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JOHNS MANVILLE UNDER THIS LIMITED WARRANTY IS TO MAKE REPAIRS THAT MAY BE NECESSARY TO MAINTAIN THE ROOF MEMBRANE IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS WHICH ARE THE RESPONSIBILITY OF JOHNS MANVILLE UNDER THIS LIMITED WARRANTY. THIS LIMITED WARRANTY MAY BE MODIFIED ONLY BY SOME OTHER WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED JOHNS MANVILLE TECHNICAL OR MARKETING REPRESENTATIVE, AND, NO RETAILER, CONTRACTOR OR DISTRIBUTOR IS AUTHORIZED TO ALTER THIS WARRANTY.

GUARANTEE TRANSFER

This limited warranty shall accrue and inure only to the benefit of the first purchaser or owner of the Membrane and shall not be assigned, sold, or transferred in any manner whatsoever. Any assignment, sale or transfer of the building to which the Membrane is applied shall void all warranties contained herein or hereunder.

MAINTENANCE PROGRAM

In order to continue the coverage of this limited warranty, the following maintenance program must be implemented:

There are a number of items not covered by this limited warranty that are the responsibility of the owner. In order to ensure that your new roof will continue to perform its function, you must examine and maintain these items on a regular basis:

- Maintain a file for your records on this roof, including this warranty, invoices showing proof-of-purchase and subsequent logs of all inspections performed and repairs that are made to the roof.
- Inspect your roof at least semiannually. This is best done in the Spring, after the roof has been exposed to the harsh Winter conditions, and, in the Fall after a long hot Summer. It's also a good idea to examine the roof for damage after severe weather conditions, such as, hailstorms, heavy rains, high winds, etc.
- Since these types of roofs typically have a low slope, they are easily examined. However, care must be taken to prevent falling accidents.

When checking the roof:

- Remove any debris, such as, leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the roof. Positive drainage is essential.
- Examine all metal flashings and valleys for rust and damage that may have been caused by wind or traffic on the roof, and make certain they are well attached and sealed. Any damaged, loose or poorly-sealed materials must be repaired by a qualified roofing contractor.
- Examine the areas that abut the roof. Damaged masonry, poorly mounted counterflashing, open flashings, loose caulking, bad mortar joints and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired if found to be defective.
- Examine the edges of the roof. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by your roofing contractor.
- Examine any rooftop equipment, such as, air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the roof.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your roofing system.
- Examine protective coatings; any cracked, flaking or blistered areas must be re-coated.

Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the roof, tell them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. Log all such trips to the roof.
- Do not allow service personnel to make penetrations into the roof; these are to be made only by a qualified roofing contractor.

All the terms and conditions of this warranty shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect.

This form is not to be copied or reproduced in any manner. This warranty is valid only in the United States of America. This Johns Manville limited warranty applies to products sold on or after June 1, 2010 and supersedes all the previously published warranties.