

# Certificate Of Warranty



## 5-Year Limited Workmanship Warranty

Dulay Roofing warrants the installation of roofing materials to be free from defects in workmanship from the date the installation of the product is completed for a period of 5 years of normal use. This workmanship warranty does not include any damages or defects in the product except to the extent solely caused by Dulay Roofing's installation of the product.

1. Dulay Roofing will have the right to inspect the areas at issue to determine the cause of the alleged defects. If the defects are determined to be within the scope of the workmanship warranty, Dulay Roofing will make the necessary repairs at Dulay Roofing's expense.
2. Dulay Roofing's repair of the defect SHALL BE THE SOLE EXCLUSIVE REMEDY available to the covered person or entity with respect to any defect. Dulay Roofing will not refund or pay any costs in connection with repairs made by anyone other than Dulay Roofing.
3. Dulay Roofing specifically does not warrant the installed products. The roofing material manufacturer covers the installed product and is not the responsibility of Dulay Roofing.

\*Please note that warranty exists only on invoices paid in full. Every roofing system installed by Dulay Roofing is covered for any roof failure caused by a defective installation for a period of 5 years from the date of installation.

### Exclusions include:

- Damage caused by third party installations or repair (this includes chimney, air conditioning, aerial repairs, skylights etc.).
- Defects in the material or colour variations.
- Property damage due to natural causes, high force winds, ice damming, hail damage.
- Cold Weather Roofing applications; This workmanship guarantee shall also be void if the scope of work, specifications or contract do not include cold weather application of shingles as per the manufacturer's recommendations.
- Damage caused by animals.

This Warranty does not cover damage or defects resulting from or in anyway attributable to (a) neglect, (b) misuse, (c) abuse, (d) repair or alteration made by anyone other than Dulay Roofing (e) settlement or structural movement and/or movement of materials to which installed products are attached, (f) damage from incorrect design of the structure, (h) acts of God including, but not limited to, hurricanes, tornados, floods, earthquakes, severe weather or natural phenomena, (including, but not limited to, unusual climate conditions), (i) lack of proper maintenance, (j) any cause other than workmanship defects attributable to Dulay Roofing.

**Additionally:**

- Roofing damage to interiors or unrelated to the roofing system are not covered Dulay Roofing's workmanship warranty program.
- Workmanship warranty is non-transferable between property owners.
- Any material placed on flat roof systems must be water tested before making contact with the roof installed by Dulay Roofing. If it is not water tested this workmanship warranty shall be void.
- Any material applied after installation to the roofing system will void the workmanship warranty.

**Conditions of Warranty:** Dulay Roofing's liability to the covered person or entity shall be subject to the following terms and conditions:

- a) The claimant must provide proof that they are the covered person/entity.
- b) The covered person/entity must provide written notice to Dulay Roofing within 5 days after discovery of any claimed defect covered by this warranty and before beginning any permanent repair. The notice must describe the location and details of the defect and such information as is necessary for Dulay Roofing to investigate the claim.
- c) Upon discovery of a possible defect, the covered person/entity must immediately, and at the covered person/entity's expense provide for protection of all property that could be affected until the defect is remedied.

**4. Disclaimer:** The statements in this Warranty constitute the only warranty extended by Dulay Roofing for its workmanship. NO OTHER WARRANTY SHALL BE MADE BY OR ON BEHALF OF Dulay Roofing.

**5. Settlement of Claim:** Any repairs made by Dulay Roofing pursuant to Section 1 of this document shall constitute a full settlement and release of all claims of any covered person/entity hereunder for damages or other relief and shall be a complete bar to any litigation filed subsequently to the covered person/entity's acceptance of such an agreement.

Address Under Warranty: \_\_\_\_\_

Start Date: \_\_\_\_\_ Dulay Roofing Authorized Rep: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_