



**PHOENIX**  
PRODUCTS™

# \_\_\_\_ Year Commercial Material Warranty

## TERMS and CONDITIONS

Warranty Number: \_\_\_\_\_

Phoenix Products, Inc., further on referred as ("PHX"), grants this Non-prorated Warranty to the owner of the building listed below. This warrants the PHX Membrane System installed by a PHX authorized Contractor is subject to the conditions and limitations contained here-in. PHX obligation for ( ) years shall be to repair or replace the affected portion of the PHX Membrane System that fails due to a manufacturing defect and commences upon the 'Date of Completion. Given the following conditions are met:

1. PHX and PHX authorized Contractor has been paid in full for the PHX Membrane System being warranted.
2. The Owner has notified the original PHX Contractor of the discovery of any water intrusion. If membrane failure or other alleged defect is suspected Owner must notify PHX within 5 days by one of the following methods: 1) calling the PHX Warranty Department at 1-888-PHX-PROS (749-7767), 2) e-mailing technical@phxproducts.com, or 3) certified mail with a return receipt requested to 7310 W. Roosevelt, Suite 32, Phoenix, AZ 85043. . If no water intrusion or defects covered by this Warranty are found, Owner agrees to pay an investigation fee of \$500 within sixty (60) days of the invoice (fees waived at PHX discretion). Owner must provide this Warranty and proof that claimant is the Owner at the time of issuance (or approved transfer), failure do so will result in voidance of warranty. If Owner or any agent does any repair prior to written notice, the warranty may be voided by PHX, at its sole discretion.
3. The Owner allows PHX Technical Rep, and/or PHX authorized Contractor access to the roof. If necessary, the removal and replacement by the Owner at the Owner's expense of all obstructions, including but not limited to roof top gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, HVAC units, and all other overburden.
4. Phoenix Products authorizes the repair and, at PHX discretion, repair is completed by either PHX Technical Rep, or an authorized Contractor makes the repair. Decisions as to extent of repair, re-cover or cleaning and reasonable costs of work will be made solely by PHX.

## OWNER RESPONSIBILITIES

**Maintenance.** Owner is responsible for general maintenance and care as outlined within our Owner's Roof Protection and Maintenance Guide such as: recommended periodic/seasonal roof inspection, removal of accumulated debris or other contaminants from roof surface and drainage outlets, and maintenance of caulks or sealants as necessary to maintain the roof in a watertight condition. It's recommended the owner maintain records of inspections and maintenance. The PHX Protection and Maintenance Guide is available at [www.phxproducts.com](http://www.phxproducts.com).

**Transfer.** This warranty is transferable to one additional owner. Owner can transfer this Warranty to a subsequent owner for the remaining term only if the Owner provides thirty (30) days notice of the change in ownership by notifying the PHX Warranty Department with a Warranty Transfer Form. PHX reserves the right to reinspect the roof system prior to the warranty being transferred. Owner makes all necessary repairs, if any, to the PHX Membrane System or other roofing and building components that are identified by PHX as necessary to preserve the integrity of the roof system. Owner pays a transfer fee of \$250.

## EXCLUSIONS FROM COVERAGE

This Warranty does not cover leaks or other conditions caused by:

1. The weight or presence of ponding water. While PHX products DOES warrant its PVC membranes against defects caused by ponding water, PHX does NOT supersede local building codes regarding ponding water or their slope requirements and is in no way liable for any damage created, outside of the PHX PVC membrane coverage.
2. Natural disaster, such as flood, ice damming, tornado/microburst, hurricane, lightning/electrical storm, fire, earthquake, gale force wind or hail, windfall or wind-blown debris, or any act of God.
3. Insufficient roof maintenance, the failure to follow the Owner's Roof Protection and Maintenance Guide or the failure to repair owner responsibility items. A copy of the Owner's Roof Protection and Maintenance Guide is provided at [www.phxproducts.com](http://www.phxproducts.com).

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4. Exposure with incompatible products, materials, cleaners, chemicals or compounds, environmental fallout and any other chemicals not designated for the PHX Membrane System.
5. Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse or the like.
6. Incompatible modification to the PHX Membrane System including, but not, limited to: damage caused by incompatible components used in installation or repair.
7. Substrate failure including movement, collapse, deflection, excessive condensation, loss of R-value or Insulation, or any underlying structure.
8. Interior condensation and/or moisture entering the PHX Membrane System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from connecting buildings.
9. Animals, insects, plants or other organisms on or under the PHX Membrane System, including lichens, mold, mildew, algae, moss, fungi, or lichens. This Warranty also does not cover loss of reflectivity, dulling, discoloration, accumulation of built up debris, dirt, or general pollutants.

### LIMITATION OF DAMAGES, CHOICE OF JURISDICTION & LAW

THIS WARRANTY OVERRULES ALL OTHER EXPRESSED (ORAL OR WRITTEN) AND ASSUMED WARRANTIES, INCLUDING THE ASSUMED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THIS IS THE SOLE, EXCLUSIVE REMEDY. PHOENIX PRODUCTS SHALL NOT BE LIABLE UNDER ANY CODE OF LAW OR EQUITY (INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY OR NEGLIGENCE) FOR ANY GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO INJURY, LOST PROFITS, OR DAMAGE TO ANY STRUCTURE, ITS CONTENTS, OR ANY PERSON DUE TO ANY CAUSE, INCLUDING WITHOUT LIMITATION PRODUCT FAILURE, LEAKS, CONDENSATION, MOISTURE, VAPOR, ODORS, MOLD, ORGANISMS, LOSS OF REFLECTIVITY OR CHANGE IN APPEARANCE. Any claim or dispute arising out of or relating to the warranty, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Phoenix, Arizona. This Warranty is governed by the laws of the State of Arizona. The need for arbitration shall be made within a reasonable time after the claim, dispute, or any other issue in question. In no event shall an arbitration demand be made after one year from when the owner knew or should have known of the claim, dispute or breach.

NO REPRESENTATIVE OR EMPLOYEE OF PHX IS AUTHORIZED TO MODIFY THIS WARRANTY except in writing as authorized by PHX Technical Department attached hereto.

Warranty Number: \_\_\_\_\_

Date of Completion: \_\_\_\_\_ Project Name: \_\_\_\_\_

Membrane Thickness: \_\_\_\_\_ Project Square Footage: \_\_\_\_\_

Project Address: \_\_\_\_\_

Roofing Contractor Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Roofing Contractor Address: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Owner Phone: \_\_\_\_\_

**Phoenix Products, Inc / 7310 W Roosevelt, Suite 32 Phoenix, AZ 85043 / [www.phxproducts.com](http://www.phxproducts.com) / 1-888-PHXPROS (749-7767)**