

The Garland Company, Inc.®

Thirty (30) Year High-Performance Built-Up Roofing System No Dollar Limit (NDL) Warranty**Owner Name:** Fairfax County Government

Address: 12000 Government Center Pkwy

City: Fairfax State/Zip: VA 22035

Building Name: Pennino Building

Roof ID: Entire Building

Contractor Name: Simpson Unlimited

Address: 11121 Industrial Road

City: Manassas State/Zip: VA 20109

Products: StressPly IV

Square Footage: 28,000

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. (hereinafter referred to as "Garland"), a Corporation of the State of Ohio, warrants to the above named Owner that the Garland roof system will not leak due to manufacturing defects or defective workmanship by the above mentioned installation contractor. Subject to receipt of proper notice as set forth below and the terms of this Warranty, Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur within thirty (30) years from the final completion date. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for costs associated with the removal and replacement of the original roof system.

APPLICABILITY OF WARRANTY

In order for this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty is transferable, subject to Garland's approval of the payment of the transfer fee and applicable maintenance required. This Warranty shall not be applicable if, in the sole judgment of Garland, any of the following shall occur:

- A. The roofing system is damaged by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage in excess of 90 mph, etc.
- B. The roofing system is damaged by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. The roofing system is damaged by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 2. Ponding water, defined as standing water 48 hours after rainfall.
 3. Chemical contaminate attacks on the roofing system which have not been approved or accepted by Garland.
 4. Defects in engineering or building design or construction.
 5. Traffic or storage of materials on roof.
 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Failure of Owner to properly notify Garland in writing and receive written approval of:
 1. Changes in the usage of the building.
 2. Modifications or additions to the roofing system.
- F. Failure of Owner to properly maintain the roof according to the High-Performance Roof Care & Maintenance Guide.
- G. Failure of Owner to provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS/EXCLUSIONS

Garland shall not be responsible for damages that occur to real or personal property as a result of leaks, including damage to the structure itself or contents therein. Instead, Garland's sole responsibility pursuant to this Warranty is for costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland shall not be liable for any discoloration, cosmetic deterioration or change in the visual appearance of the roofing system or Garland's top coating, or the removal or replacement of any roof top equipment or systems to perform any repairs. Furthermore, Garland shall not be responsible for any incidental or consequential damages caused by leaks in the original roof system, including, but not limited to, loss of use or profits.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under and in accordance with the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. In the event that any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY CONTINUATION

In the fifteenth (15) year of the Warranty period, Owner must request an inspection of the roof system any time between the sixth and tenth months of the year to determine the appropriate maintenance and surface treatment required for continuation of the Warranty. Upon receipt of such request, Garland will perform an inspection of the roofing system to determine whether any repairs or surface coatings are required to make the roof system eligible for continuation of this Warranty. After such inspection, Garland will submit a detailed inspection report to Owner that identifies the nature and extent of any such repairs and/or surface coatings over the field of the roof required to maintain this Warranty. After the Owner has coated the roof and/or caused any required repairs to be made (at its sole expense and by a contractor approved by Garland) and notifies Garland of the same in writing, this Warranty will remain effective for the remaining 15 years.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

By: The Garland Company, Inc. _____

Owner: _____

Signed By:  Joe Orlando _____

Signed By: _____

Date: 8/24/2018 _____

Date: _____