



# RPH

Roof Penetration Housings, LLC

## Limited Warranty

### **20 Year Limited Warranty:**

When installed by a licensed contractor, and in accordance with Roof Penetration Housings LLC (RPHLLC) instructions, using only RPHLLC materials, RPHLLC warrants its housing system for 20 years from the date of installation. Any substitution or use of other materials other than RPHLLC products will void the warranty.

RPHLLC’s liability under this warranty and buyer’s sole and exclusive remedy will be to provide replacement product free of charge. RPHLLC total liability for sale of this product shall in no event exceed the original cost of the product. RPHLLC shall not be liable for costs of labor to install product.

RPHLLC also warrants that all products defective in material or workmanship will be replaced without charge. Buyer acknowledges that this replacement warranty is exclusive and in lieu of all other statutory warranties (including without limitation, warranties for merchantability and fitness for particular purpose). In no event shall RPHLLC be liable for consequential, special, general, or economic damages resulting from its products. All returned merchandise must be due to material defects. Returns shall be granted for LKQ product replacement only after being reviewed by a RPHLLC representative.

**Limitations:** This warranty is not a maintenance agreement or an insurance policy, and does not obligate RPHLLC to repair leaks if determined to be a result of the following:

- \* Building design, installation, or construction error.
- \* Damage to the roofing system by any natural disaster including, but not limited to, floods, lightening, hail, earthquakes, hurricane rated winds, etc.
- \* Structural movement below the roof membrane and flashings.
- \* Misuse of roof services, abuse, vandalism, civil chemicals including but not limited to solvents, oils, and acids.
- \* Failure of the owner to promptly notify RPHLLC in writing of the claim, which prevents reasonable inspection and verification and the failure of written approval from RPHLLC for change in building usage, modification, or addition of items to the existing roof.
- \* Failure to promptly inspect and keep records of all exit seals on an annual basis.

RPHLLC hereby disclaims and assumes no responsibility for incidental or consequential damage to the structure, its contents, loss of time, profits, from any type of roof leak or damage.

**Owners Responsibility:** In the event of a leak in the roof system cause by RPHLLC’s housing systems, the building owner must promptly notify RPHLLC in writing within ten (10) days after discovery of the leak or damage and no longer than one year after the onset of actual damage. Regular maintenance is required to keep this warranty in full force and effective.

RPHLLC does not practice professional engineering or architecture: therefore, neither the issuance of this warranty or any review of the building’s construction by our representatives shall constitute any additional warranty, inspection or approval.

This warranty becomes effective only upon full payment to RPHLLC for all RPHLLC products, and RPHLLC’s authorized signature below.

RPHLLC Rep. Signature: \_\_\_\_\_, Title: \_\_\_\_\_, Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_, Title: \_\_\_\_\_ Date: \_\_\_\_\_

Project Address: \_\_\_\_\_, City \_\_\_\_\_, State \_\_\_\_\_