



Limited Membrane Only Warranty

Client: _____

Project Address: _____

Project Size: _____

Warranty Date of Expiration: _____

CGT Reference #: _____

Canadian General-Tower Limited (“CGT”) warrants to Client named above, subject to the terms, conditions and limitations set forth herein, that the roofing membranes installed at the Address listed above will not deteriorate to the point of causing leaks through the roofing membranes during the periods specified above due to normal weathering. This Limited Membrane Only Warranty applies only to the roofing membranes installed over compatible substrates in an exposed (fully adhered, wind ballasted or mechanically attached) assembly or such configurations approved by CGT in writing. This Warranty does not apply to work, labor or services.

TERMS CONDITIONS AND LIMITATIONS

1. This limited warranty is effective only during the time period specified above, such time period commencing on the date of completed installation of the roofing system, provided that such completed installation does not post-date delivery of roofing membrane by more than twelve (12) months; if installation is completed more than twelve (12) months after delivery, then the warranty duration shall be limited to the duration above commencing on the first anniversary from delivery. During the term of the warranty, Client shall ensure that CGT shall have access to the area, where the roofing system is utilized, for inspection during normal business hours.
2. Written approval is required before making any alterations of the roof or installing any structure, fixtures or utilities on or through the roofing membrane.

3. Client shall provide CGT with written notice of any leak in the roofing membrane and of any claim under this warranty by Client within thirty (30) days of receiving notice of the leak from the building owner. Failure to provide notice may void this warranty. Such notice shall be given by registered or certified mail to:

Technical Manager, Canadian General-Tower Limited
52 Middleton Street, P.O. Box 160
Cambridge, ON N1R 5T6

4. If there is failure, as determined by CGT or via arbitration or litigation, of the roofing membrane, within the scope of this warranty during the period in which this Warranty is in effect, CGT will, solely at its option, either repair the membrane, or system, or issue credit against the purchase and installation of a new membrane, or system, from CGT.
5. The remedies stated herein are the SOLE AND EXCLUSIVE REMEDIES OF CLIENT for failure of the roofing membranes described below. CGT SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES TO THE BUILDING OR THE CONTENTS OF THE BUILDING.
6. EXCLUSIONS OF WARRANTIES: EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS WARRANTY, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. NO REPRESENTATIVE OF CGT HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED HEREIN.
7. This Warranty shall not be applicable to damage or loss to the extent caused by:
 - a) Natural events, including but not limited to lightning, windfall, wind gusts in excess of gale force, hail, hurricanes or similar natural events;
 - b) Vandalism, acts of war, or civil disturbances;
 - c) Environmental fallout or overexposure to commercial/industrial solvents, acids, caustic fluids, oils, waxes, greases, bleaches or any other items, whether it be a liquid, chemical, solid, or other type of entity, not specifically approved by CGT.
 - d) Failure by the building owner or lessee to use reasonable care in maintaining the roof,
 - e) Traffic or storage of materials on the roof;
 - f) Infiltration or condensation of moisture in, through, around the walls of the building;
 - g) Acts of parties other-than CGT;
 - h) Failure of any materials other than the membranes supplied by CGT;

- i) Plants, insects or animals;
 - j) Deterioration or failure of any building component including, but not limited to, the roof substrate, walls or mortar; or
 - k) Error or omissions by architects or engineers not retained by CGT.
8. This Warranty is solely for the benefit of client and is not for the benefit of any other party. Client acknowledges that any warranty of the roofing membranes that it gives to its own customers is not an assignment of this Limited Membrane Only Warranty and that this warranty may not be transferred by Client without the prior written consent of CGT (which consent may be unreasonably withheld). No transfer of this warranty as provided herein shall extend the expiration date of this Warranty.
9. This Warranty can be amended or modified only in writing signed by a duly authorized representative of CGT.

Please fill out, send to: warranty@cgtower, and if approved, a CGT representative will reply back with authorization signatures below:

CGT Authorized Signature:

Client Authorized Signature:

Date: _____

Date: _____