



## ROOF X TENDER™ principal product warranty offered under TRI-BUILT by ALLIED BUILDING PRODUCTS CORP. 10 YEAR MATERIAL LIMITED WARRANTY FOR RX-300, RX-700, RX-800 & RX-900

ALLIED BUILDING PRODUCTS CORP. a New Jersey Corporation warrants that its ROOF X TENDER™ roof material, RX-300, RX-700, RX-800 & RX-900 product(s) are to be supplied free of material defects and meet or exceed ROOF X TENDER's published specifications in effect on the date of purchase. This warranty shall extend for a period of Ten (10) years for the exclusive benefit of the Owner of the building ("Owner") to which the ROOF X TENDER™ is applied and is subject to the following provisions and limitations:

1. **Application:** The ROOF X TENDER™ products must be applied in accordance with ROOF X TENDER™ specifications, recommendations, and accepted roofing practices.
2. **Warranty Period:** The warranty period runs from the date of purchase but does not become effective until the completed warranty is signed and returned to ALLIED BUILDING PRODUCTS along with a copy of the paid invoice, (Proof of Purchase for the ROOF X TENDER™ product(s) showing quantity and cost of ROOF X TENDER™ purchased) and a picture(s) of completed job. Documents not returned within ninety days of date of purchase shall nullify this warranty offer. Owner must also keep a copy of all said documents including the paid invoice (Proof of Purchase) in case a claim is filed under this warranty.
3. **Normal Deterioration:** Buyer agrees that normal exposure and wear and tear cause changes in the physical characteristics of ROOF X TENDER™ products following application. Owner must also keep a copy of all said documents including the paid invoice (Proof of Purchase) in case a claim is filed under this warranty.
4. **Routine Roof Maintenance:** This warranty is not a maintenance agreement or an insurance policy. Routine inspections and maintenance of all roofing materials must be completed by the Owner. These inspections shall take place on a semi-annual basis (minimum) and be documented with records. Periodic inspections shall include making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains, etc. and are the Owner's responsibility. For a recommended Roof Maintenance & Warranty Guideline Pamphlet visit our website at [www.RoofXTender.com](http://www.RoofXTender.com). **LACK OF REGULAR MAINTENANCE SHALL RELIEVE ALLIED BUILDING PRODUCTS OF ANY OBLIGATION TO PERFORM ANY REMEDY UNDER THIS WARRANTY.**
5. **Unapproved Repairs, Alterations and Additions:** All repairs, alterations and additions to the roof membrane, its components and equipment, signs or other objects residing on roof membrane, must be approved in writing by ALLIED BUILDING PRODUCTS. **IN THE EVENT ANY REPAIRS, ALTERATIONS OR ADDITIONS TO THE ROOF MEMBRANE OR ITS COMPONENTS ARE MADE OR THE OWNER OR OCCUPANT CHANGES THE USE, FUNCTION OR PURPOSE OF THE BUILDING, OR THE OBJECTS RESIDING ON THE ROOF MEMBRANE, WITHOUT HAVING FIRST OBTAINED THE WRITTEN CONSENT OF ALLIED BUILDING PRODUCTS, ALLIED BUILDING PRODUCTS SHALL BE RELIEVED OF ANY FURTHER OBLIGATION UNDER THIS WARRANTY.**
6. **Claims Procedures:**
  - a) If at any time within the warranty period the Owner believes that the ROOF X TENDER™ product is defective, adjusted for normal exposure and wear and tear, he shall notify ALLIED BUILDING PRODUCTS, in writing within 30 days. The Owner shall, at his expense, take samples of the ROOF X TENDER™ and submit such samples to an independent testing laboratory approved by ALLIED BUILDING PRODUCTS. The laboratory shall conduct tests according to appropriate ASTM procedures and report findings to owner & ROOF X TENDER PRODUCTS, P.O. Box 5449, Tampa, FL 33675. A copy of testing procedure and approved labs can be found at [www.roofxtender.com/approvedlabs.html](http://www.roofxtender.com/approvedlabs.html).
  - b) If the test findings do not confirm that the ROOF X TENDER™ is defective, adjusted for normal exposure and wear and tear, the costs of such tests shall be paid by the Owner, and Owner shall have no claims against ALLIED BUILDING PRODUCTS for breach of warranty or otherwise.
  - c) If the test findings do confirm that the ROOF X TENDER™ is defective, adjusted for exposure from normal wear and tear, the reasonable costs of such test shall be paid by ALLIED BUILDING PRODUCTS and ALLIED BUILDING PRODUCTS shall reimburse the Owner for the original cost of defective materials (for the affected portion of the roof), prorated by month over the warranty period or supply replacement product. This shall be at the sole discretion of ALLIED BUILDING PRODUCTS.
7. **Severability:** In the event any one or more of the provisions contained in this Agreement 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 hereof, and this warranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
8. **Exclusive Remedies:** THE REMEDY PROVIDED HEREIN IS THE OWNERS SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY.
9. **Warranty Limitations**
  - a) This warranty is ALLIED BUILDING PRODUCTS's sole warranty regarding the ROOF X TENDER™ Products. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  - b) Any action for breach of this warranty shall be commenced within one year after the cause of action has occurred.
  - c) This warranty is non-transferable and does not cover any costs or expenses associated with: (a) the removal, excavation or replacement of any material in connection with the testing, repair, removal or replacement of these materials or (b) labor of any kind (c) damages or repairs of any kind or nature to the subject building or its contents from leaking water or otherwise or (d) damage or repairs caused by roof leaks or moisture infiltration into the building, including water and structural damage, mold, bacterial growth, etc., or (d) damages or leaks caused directly or indirectly by unusual occurrences of the elements such as, but not limited to, natural disasters, falling objects, tornadoes, earthquakes, lightning, hail, fire, etc. or (f) damages or repairs caused by ponding water or (g) damages or repairs caused by settlement, cracking, warping, expansion, contraction, deflection, failure, or other movement of the roof deck, roof insulation, walls, foundations or any other part of the structure .
10. **Limitation of Liability**

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY OF ALLIED BUILDING PRODUCTS, WHETHER ANY CLAIM AGAINST IT IS BASED UPON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY, OR ANY OTHER THEORY. IN NO EVENT SHALL ALLIED BUILDING PRODUCTS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO INTERIOR DAMAGE, LOST PROFITS, MOLD GROWTH, BACTERIAL GROWTH OR OTHER BIOLOGICAL GROWTHS, OR OTHERWISE, REGARDING THE SALE, INSTALLATION OR USE OF ROOF X TENDER™ PRODUCT.** As a condition precedent to litigation, any controversy or claim arising out of or relating to this warranty must be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, ALLIED BUILDING PRODUCTS and Owner agree, that neither party will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. **This warranty shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of laws.** ALLIED BUILDING PRODUCTS and Owner irrevocably consent to the jurisdiction and venue of the above identified courts.
11. **Complete Agreement**

Owner and ALLIED BUILDING PRODUCTS agree that this warranty is the sole and complete agreement between the Owner and ALLIED BUILDING PRODUCTS and supersedes any and all prior oral or written agreements or representations made between them. No employee, agent, distributor, sales person or other representative of ALLIED BUILDING PRODUCTS shall be empowered to change, alter or amend this warranty unless it is done in writing signed by a duly authorized officer of ALLIED BUILDING PRODUCTS.

**SEE REGISTRATION FORM ON PAGE 2**



**REGISTRATION FORM**  
**ROOF X TENDER™ 10 YEAR MATERIAL LIMITED**  
**WARRANTY FOR RX-300, RX-700, RX-800 & RX-900**

Complete and Mail this Registration form, along with a copy of Proof of  
Purchase invoice(s) and a picture(s) of completed job to:

**ROOF X TENDER™ Products**  
**ATTN: Warranty Administrator**  
**P.O. Box 5449**  
**Tampa, FL 33675**



**KEEP FOR YOUR RECORDS**

**ROOF X TENDER™**

**10 YEAR MATERIAL LIMITED WARRANTY**  
**FOR RX-300, RX-700, RX-800 & RX-900**

Building Owner, Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address of Building: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Installing Contractor: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Type of Use: \_\_\_\_\_

Purchased Material at: \_\_\_\_\_

Job Completed on: \_\_\_\_\_

Total Roofing Squares: \_\_\_\_\_ or \_\_\_\_\_ sq. ft

Date of Purchase: \_\_\_\_\_

Quantity of ROOF X TENDER™ Applied:

Product #: \_\_\_\_\_ Total Gallons: \_\_\_\_\_

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Product #: \_\_\_\_\_ Total Gallons: \_\_\_\_\_



Building Owner, Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address of Building: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Installing Contractor: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Type of Use: \_\_\_\_\_

Purchased Material at: \_\_\_\_\_

Job Completed on: \_\_\_\_\_

Total Roofing Squares: \_\_\_\_\_ or \_\_\_\_\_ sq. ft

Date of Purchase: \_\_\_\_\_

Quantity of ROOF X TENDER™ Applied:

Product #: \_\_\_\_\_ Total Gallons: \_\_\_\_\_

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