

LIMITED WORKMANSHIP WARRANTY

Affordable Roofing by John Cadwell, Inc. (hereinafter "A/R")

A/R makes no expressed or implied warranty (this includes to fitness or purpose) except as follows:

This warranty is in addition to Contract Terms. This warranty is not a bond or an insurance policy. The roof system will not leak subject to the following terms, condition, limitations and exclusions, covered by this warranting for material provided by and installed by A/R. This warranty will be null and void if the owner fails to conduct biannual inspections and maintenance of the roof and document all the findings during the inspection and/or maintenance service. Any warranties provided by A/R shall be null and void to the extent any other person or party not authorized by A/R performs any services or changes to the work performed by A/R. If warranty issues arise during any inspection, maintenance, or exam of any type, A/R requires to be notified in writing of all findings within 5 days, Owner also agrees to disclose all work and/or changes of the property. Owner is required to retain all records and to show proof upon request. Failure to meet notification requirements, inspections and/or regularly scheduled maintenance will cause warranty to be null and void. This warranty shall become effective upon payment in full to A/R of all bills or statements for installation and supplies utilized in the construction of the roof. Warranty is valid from the date of completion (invoice date) until the end of the term as stated in the Contract.

All shingles containing a strip of thermal sealing asphalt must be subjected to warm sunlight for several days before sealing will occur. Shingles installed in the fall or winter may not seal until the spring. Shingles which do not receive direct sunlight, or which are not exposed to adequate surface temperatures may never seal. This is the nature of shingles and failure to seal under such circumstances is neither a manufacturing nor a workmanship defect. Shingle lifting is not a failure of workmanship, such failure should be submitted to the manufacture.

Roofing Deficiency is as follows:

Roof Leaks that occur under normal weather conditions. Owner is responsible to immediately protect and secure all items if a Roofing Deficiency occurs.

In addition to the manufacture's standard warranties, received by owner, the limited workmanship warranty by A/R is relative as recorded to only what is serviced as stated for labor provided by A/R. A/R shall not be liable for a variation in color comparison to the original if replacement of material is required. A/R may substitute any product with one of a comparable quality and/or price range as needed. Owner is responsible for cost of all replacement material unless Manufacture has agreed in writing in advance to be responsible for replacement material.

Notice of claims, changes, request for service:

All Notices, Claims, Changes and/or request for Service must be done in writing via the **Labor Warranty Claim** form online under the "Warranty" page of the www.AffordableRoofingFL.com website in the Warranty Request Form. **NO PHONE CALL OR EMAILS.** All work is to be completed during normal working hours from 8 am to 4 pm Monday thru Friday, No Holidays and an adult over the age of 18 must be at the property. Warranty work provided after hours will be subject to an afterhours fee. Claims pursuant to this Warranty must be submitted in writing, together with proof of contract along with application date to A/R within 5 days after occurrence of alleged defect and while under coverage, A/R may require a detailed description along with photographs at owner's expense. A/R agrees to perform a Roof Exam within 30 days of receipt of notification. A/R, at its sole discretion determines items are a result of defective workmanship and is within the coverage term, and then A/R shall provide Owner the labor to make the repairs by A/R which are not to exceed the original cost of the labor installation. Owner is responsible for the cost of the materials. If causes of items are not covered under A/R's Limited Workmanship Warranty as deemed by A/R, A/R will not be responsible for cost of any repairs and/or consequential damages and Owner agrees to pay A/R for the Roof Exam.

All disputed claims or other disputes that may occur between the owner and A/R arising out of or relating to or in connection with this limited warranty shall be submitted to and decided by arbitration in accordance with the Construction Industry Arbitration Association Rules then in effect, unless the parties mutually agree otherwise. The Arbitration proceedings shall take place in Lake County, Florida. This agreement to arbitrate shall be specifically enforceable under the applicable Florida State Law. The award rendered by the arbitrator shall be final and judgment may be entered upon such award in accordance with applicable law in any court having jurisdiction thereof. See actual contract for more details.

Limitations/Exclusions:

This Warranty does not apply to, nor shall A/R and/or insurer be liable for:

1. Failure of any product or accessory used on roof and/or supplied and/or installed by A/R as per contract.
2. A/R does not guarantee the material or labor of items such as caulking materials, sealant, reflective coatings, painted surfaces or metal materials or the possible failure of these items.
3. Damage and/or leaks due to causes beyond normal use, and services including but not limited to:
 - (a.) Natural disasters such as floods, lightning, hurricanes, hail, driven rain, wind-storms, wind gust, earthquakes, fire, wood rot and/or other acts of God; or
 - (b.) Traffic on the roof and/or impact of falling objects; or
 - (c.) Improper use of structure and/or products; or
 - (d.) Any change to the building's basic usage unless approved in advance in writing by A/R.
4. Inadequate ventilation.
5. Settlement of building, underlying roof, ponding and/or standing of water along with other structural failures or changes such as to roof and/or flashing but not limited to:
 - (a.) Cracks and/or buckling in, but not limited to, decks, walls, partitions, foundations, trusses, windows and/or other structures; or
 - (b.) Stoppage or lack of positive drainage including, but not limited to, lack of adequate drainage to promptly and completely remove water from the roof area; or
 - (c.) Placement of any additional structures on the roof (such as, but not limited to, equipment or framework used in connection with air conditioning units, television and/or radio antennae, satellites, signs and/or water towers, solar devices); or
 - (d.) Deposits or use either organic and/or chemical solids and/or liquids including, but not limited to, painting, cleaning solutions, coatings, animal fat, and/or grains.
6. Variations in the color of products.
7. Damage to or Failure of Roof caused by or contributed to, but not limited to:
 - (a.) Riots, war, vandalism and/or terrorism; or
 - (b.) Termites, insects, birds, squirrels and/or other animals; or
 - (c.) Moisture entering the roof system through walls, copings, structural defects, or any part of the building structure, including from adjacent buildings; or
 - (d.) Any product or accessory used on roof and/or supplied and/or installed by A/R as per contract; or
 - (e.) Products that can cause damage such as golf balls, sports equipment, or other flying objects.
8. Any work done concerning the structure under contract without prior written approval by A/R.
9. Alleged or actual damages/claims because of lead, radon, asbestos, mold, algae, fungus and/or mildew directly and/or indirectly.
10. Work and/or damages caused by others not authorized by A/R.
11. Failure to follow a Roof Maintenance Program provided by a Florida State Active Licensed Roofing Contractor.
12. Tie in to existing roof systems are not covered, unless the roof in its entirety is installed by A/R.
13. Failure of any product or accessory not provided and/or provided by A/R.
14. Manufacture defects and/or defective products and/or materials.
15. Any work pursuant to the Contract if Contract is not paid in full within 10 days of completion (invoice date). Contract must be paid in full within 10 days of Invoice.
16. A/R does not waive any rights under this limited warranty by refraining to exercise its rights in full in one or more instances.

This warranty is fully transferable. Limit one transfer per property. Fee is required for transfer. Warranty Transfer is available at www.AffordableRoofingFL.com, see AffordableRoofingFL.com for complete details. NO REFUNDS, EXCHANGES, RETURNS AND/OR CREDITS are applicable under any circumstances. We appreciate your business.