



# Sample Multi-Year Sustainable Warranty

Warranty Serial No.: SAMPLE USE ONLY

## TRITOFLEX ROOF MEMBRANE WARRANTY

Building Owner: SAMPLE  
Building Name: SAMPLE  
Building Address: \_\_\_\_\_  
Date of Substantial Completion: \_\_\_\_\_  
Certified Contractor: \_\_\_\_\_

Building Used As: \_\_\_\_\_  
Area Warranted: \_\_\_\_\_  
TRITOFLEX System: \_\_\_\_\_

Triton, Inc. ("Triton"), warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations stated herein, Triton will repair leaks originating from the TRITOFLEX Liquid Applied Roof Membrane installed by a Triton Authorized Contractor in accordance with Triton's Technical Specifications and Instructions, for a period of (10) ten, (15) fifteen, or (20) twenty years, commencing with the date of substantial completion of the Membrane installation.

### TERMS, CONDITIONS, LIMITATIONS

1. Owner shall confirm each leak event to Triton in writing within fifteen (15) days of discovery of the leak through the TRITOFLEX membrane.
2. If upon Triton's inspection, Triton determines that the leak is caused by a defect in the TRITOFLEX Liquid Applied Membrane, except as provided in the following paragraph three (3), owner's remedies and Triton's sole liability shall be limited to Triton supplying labor and material to repair only the leak source in the TRITOFLEX membrane.
3. This warranty does not apply and may be null and void if any of the following occur:
  - a) The TRITOFLEX membrane is damaged by a natural disaster including, but not limited to earthquake, lightning, hail over 2" in diameter, severe windstorm in excess of 160 mph, hurricane, flooding, or tornado, or:
  - b) The TRITOFLEX membrane is damaged by any act of negligence, accident, or misuse including but not limited to, vandalism, falling objects, disobedience, snow and ice removal, or act of war, or:
  - c) Failure caused by defects, movement, or delamination of the underlying substrate that TRITOFLEX is installed over, or:
  - d) Failure due to vapor drive or condensation issues under the TRITOFLEX membrane, including blisters, or:
  - e) Failure caused by acids, fatty acids, or any other harmful chemicals that are spilt or allowed to settle on top of the TRITOFLEX membrane, or:
  - f) A deficient pre-existing condition or equipment that is causing water entry, or faulty building construction or design, or:
  - g) There are any alternations or repairs made on or through the completed roof, or objects such as but not limited to fixtures, equipment, or structures that are placed on or attached to the completed roof without first obtaining written authorization from Triton, or:
  - h) Failure by the Owner or his lessee to use reasonable care in maintain the roof, including that of surface coatings, sealants and caulking, or:
  - i) Any significant changes in the use of the building by the Owner or his lessee that would affect the TRITOFLEX Membrane as originally installed, or:
  - j) Loss of integrity of the building envelope and, or structure including but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components caused from roof damage or by windblown objects, or:
  - k) Failure of the Contractor to use Triton's latest instructions and recommendations for installation procedures and/or failure of owner to comply with Triton's preventative maintenance instructions provided within this warranty, or:
  - l) If it is found there is poor workmanship in the original application of materials as determined in Triton's sole judgement, or:
  - m) The owner fails to comply with every term and condition stated herein.
4. During the period of this warranty, Triton, its agents and employees shall have ready access to the roof or waterproofing area.
5. Should the TRITOFLEX membrane be concealed, the cost of exposing the membrane for purpose of Triton's investigation and/or repair, such as removal and replacement of any paving or overburden, shall be the Owner's responsibility and cost.
6. This warranty does not cover any related leak damages to the underlying substrate or building (Interior or Exterior) that may occur, inclusive of mold or algae growth.
7. This warranty covers leaks through the TRITOFLEX membrane only and does not cover ordinary wear and tear, discoloration, blistering, or surface coating loss.
8. Triton shall have no obligation under this warranty if all invoices for materials, installation, and warranty services have not been paid in full within thirty (30) days of project completion.
9. Triton's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
10. This warranty is given in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for particular purpose. The remedies stated herein are exclusive remedies and Triton shall not be responsible or liable for any indirect consequence or incidental damages or further loss of any kind whatsoever, including, but not limited to, damage to the building on which the components of the roof are situated, damages to the contents thereof, or to any other property or persons.
11. This warranty is extended solely and exclusively to the Owner of the Building at the time the TRITOFLEX membrane is installed. It does not extend nor is it otherwise assignable or transferable to any other party unless approved in advance and in writing by Triton and the costs to process the transfer and to inspect and repair the roof, if necessary, are paid for by the original owner.
12. Any controversy or claim arising out of relating to this Warranty shall be settled by arbitration in Cedar Rapids, Iowa by the American Arbitrations Association in accordance with the Construction Industry Arbitrations Rules, and judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

NO REPRESENTATIVE OF TRITON HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

Issued By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature \_\_\_\_\_



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## **Owner Maintenance and Care for Your Triton Roof System**

Preventative Maintenance can often identify small problems before they become large ones. One of the most important steps you can take to get the most out of your roof, as it was intended, and to prevent costly problems, is to perform proper inspections and maintenance.

### Physical Inspection

Physical Inspections should be conducted and documented at least semi-annually, and after any storm-related event, to determine areas of physical damage to the TRITOFLEX membrane and/or top coating. A thorough physical inspection should be conducted and if any product-related problems are found, TRITON or the Certified Contractor should be contacted immediately.

Guidelines for Inspection and Generalized Maintenance Repairs:

- 1) Remove roof-top debris such as; leaves, branches, dirt, rocks, bottles, trash, etc. that has accumulated.
- 2) Clean gutters, downspouts, drains and scuppers to assure water freely flows from the roof surface.
- 3) Inspect roof membrane for proper adhesion to the substrate or any physical damage.
- 4) Inspect membrane surface or topcoat surface to determine if there are any holes, cuts, or ruptures that may allow moisture entry.
- 5) Inspect areas that are subject to high abrasion and wear for physical damage.
- 6) Inspect surface coating for deterioration or peeling.
- 7) Examine all adjacent areas to the roof such as walls, metal, joints, or HVAC ductwork that may leak through defects in them that could be inadvertently blamed on the roof membrane.
- 8) Check building for excessive movement or settlement that could result in roof damage.
- 9) Any repairs made to the Triton roof must be preapproved by Triton to keep warranty intact.

### Topcoat Repairs

Contact a certified TRITOFLEX Applicator and/or Triton Inc. to evaluate existing system for recoat recommendations and price quotations. The acrylic top coating of the TRITOFLEX membrane is meant to reflect UV rays and provide energy savings to the roofing system but also serves as a sacrificial layer by protecting the TRITOFLEX roof membrane from degradation like other roof membranes experience from the first day they are installed. The top coating is designed to be sustainable, therefore, it may require some maintenance over the warranty period or possibly even a recoat, depending on ponding water, etc. The top coating is NOT covered by this warranty and is the owners' responsibility to maintain.

### Warranty Extension Eligibility

Triton's Roof Restoration warranties may be extended for an additional ten (10) years after the original warranty period is up, as long as the above maintenance is performed during the term of the original warranty and the following steps are taken:

- The owner has a 60 mil TRITOFLEX membrane installed initially along with a 20 mil Triton acrylic top coating.
- Triton performs an inspection immediately at the end of initial warranty period (year ten (10), fifteen (15), or twenty (20)) and determines if any additional repairs need to be made to the TRITOFLEX membrane prior to recoating with a new topcoat layer.
- Owner pays for any additional repairs needed, if any, to the membrane as well as a complete new 20 mil acrylic top coating with one of Triton's products; TRITOCRYL 2K/1K or TRITOTHERM.
- Triton issues a new 10-year warranty extension.