

WARRANTY NUMBER: 162826

OWNER: Town of Essex

ADDRESS: 108 Main Street, Centerbrook, CT 06409

BUILDING DESCRIPTION: Essex Elementary School: Roofs 1-7, Media Center, Cafeteria & Gym Roofs

ADDRESS: 108 Main Street, Centerbrook, CT 06409

ROOF AREA: 76,800 sq. ft.

DATE OF JOB COMPLETION: September 9, 2015

INSTALLATION PRICE: \$1,738,000.00

ROOFING SYSTEM: Replacement: TPA-Fleece Back

INSTALLATION CONTRACTOR: Silktown Roofing Inc.

ADDRESS: 27 Pleasant Street, Manchester, CT 06040

Tremco Incorporated (hereinafter "Tremco") hereby warrants to the above-named Owner that, subject to the terms, conditions, and limitations stated herein, it will repair leaks and provide the following services to the Owner on the roofing system on the building (hereinafter "TRS") for a period of twenty (20) years from the date of job completion. TRS shall be defined as the weatherproofing assembly and its components, which includes the following: membrane, insulation, flashings, all sheet metal-related details, and termination details as specified by Tremco. The services being offered by Tremco include the following:

A. INSPECTIONS AND HOUSEKEEPING

In year two (2), year five (5), year ten (10), and year fifteen (15) of this warranty, Tremco shall provide roof inspections, and limited housekeeping services, except as excluded in Section C and Section D, on the TRS. (If a TremCare Service Agreement has been purchased for the TRS in addition to this warranty, these inspections and the related reporting will be carried out as part of the TremCare Service Agreement. The warranty and the TremCare Service Agreement will remain in effect for the warranty period simultaneously.)

Roof inspection services shall include the following:

1. Visual inspection of the roof membrane and roof surface conditions.
2. Inspection of the flashing systems including, but not limited to, the metal edge system, base flashings on equipment and adjoining walls, counterflashings and termination details, soil stacks and vents, and inspection of rooftop projections, and equipment including, but not limited to, pitch pans, HVAC equipment, sky lights, and access hatches.

Roof inspection services do not include:

1. Inspection for water damage or mold growth.
2. Detection or identification of mold.

General rooftop housekeeping services shall include the following: Removal of incidental debris. All debris will be disposed of at the Owner's approved on-site location.

B. ROOF INSPECTION REPORTS

Tremco will provide roof inspection reports to the Owner based upon the inspections as defined in paragraph A. The reports shall become part of the roof database maintained on the Tremco TRS. Tremco will be excused from performing under this warranty if prevented or delayed by events not within its control, including events such as floods, fires, accidents, riots, explosions, governmental order, acts or omissions of contractors or other third parties, inability to access the TRS, etc. Roof inspection reports will not address the presence of water damage to any building components other than the TRS or the presence of mold.

C. OWNER'S RESPONSIBILITIES

It is agreed by the parties that Tremco, by this warranty, does not assume possession or control of any part of the TRS. Control and ownership of the TRS and all parts of the building remains solely with the Owner. The Owner is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation, and all repair, maintenance, and other work with respect to the TRS and the building, except as expressly stated by this warranty.

General roof top housekeeping does not eliminate or replace the building Owner's responsibility for keeping effluent and debris from the roof surface. Customer production-related materials are excluded as part of the housekeeping services. If scheduled cleaning is insufficient to maintain the roof integrity, Owner must pay for additional cleaning/inspections or assume responsibility for such cleanings. Owner agrees that all debris on or removed from the roof is the sole property of Owner, and it is the sole responsibility of Owner to properly dispose of said debris.

The Owner shall, at all times, exercise reasonable care in the use and maintenance of the TRS.

In order to protect the investment this TRS represents, the building Owner must fulfill his responsibilities as outlined in the attached Owner's Manual. Lack of care and maintenance can have significantly damaging effects on the system's overall performance and is cause for cancellation of this warranty.

Care and maintenance guidelines include, but are not limited to:

- * Regular ongoing inspection by the Owner - This will allow for implementation of good housekeeping practices and early detection of problems such as any physical damage.*
- * Verification that no alterations or unauthorized repairs have been made to the roofing system.*

If alterations are being considered, the Owner must notify Tremco in order for the proper authorized follow-up to be completed.

The Owner shall report all leaks which occur in the TRS within the warranty period by contacting Tremco at 1-800-422-1195 and in writing to Tremco Incorporated at 3735 Green Road, Beachwood, Ohio 44122, as soon as possible (however, in no event more than thirty (30) days) after leakage is or should have been discovered. Immediate repair of leaks is critical to prevent water damage and mold growth. In no event is Tremco responsible for any repairs to any part of the building other than the TRS. The liability or expense for such repair is to be assumed and paid by the Owner. If the leak is not within the coverage of this warranty, Tremco shall advise the Owner, and the Owner shall have repairs performed within thirty (30) days according to Tremco specifications by a Tremco certified or approved applicator. The Owner agrees to provide Tremco with unrestricted ready access to the TRS and all areas of the building on which the TRS is located.

D. EXTENDED OR RENEWED WARRANTY OPTION

The TRS you have purchased may be eligible for Warranty extension, or renewal after expiration, beyond the Term identified on page one above. Often, extension of the existing Warranty can be a very cost effective option and may be preferable to allowing the Warranty to expire, particularly for Owners with multiple facilities who may not want those buildings coming out of warranty coverage at or about the same time. It is Tremco's practice to contact Owners regarding our Warranty and renewal options at or about sixty (60) days prior to Warranty expiration. We also invite Owners to contact their Tremco Sales Representative at any time to discuss the applicable terms, conditions and eligibility for such an extension or renewal.

E. WARRANTY EXCLUSIONS

This warranty does not cover any leaks or damage or failure of the TRS or any part thereof as a result of:

- 1. Natural or accidental disasters including, but not limited to, damage caused by lightning, hailstorms, floods, hurricane force winds (74 mph or greater), tornadoes, earthquakes, fire, vandalism, animals, penetration of the membrane, or chemical attack by outside agents.*
- 2. Use of materials not specified by Tremco, or unauthorized repairs to the TRS.*
- 3. Any intentional or negligent act on the part of the Owner or any third party including, but not limited to, misuse, traffic, storage of or discharge of materials or effluent on the roof. Any repair of these items will be at Owner's expense.*
- 4. Distortion, expansion or contraction of the TRS caused by faulty original construction or design of building components including parapet walls, copings, chimneys, skylights, vents or roof deck, or lack of positive, proper, or adequate drainage resulting in ponding water on the roof.*

F. WARRANTY LIMITATIONS

Tremco shall have no responsibility and or liability under this warranty until all bills for installation, supplies, and services sold in connection with the TRS have been paid in full.

The Owner's rights under this warranty are specific to the Owner and are not transferable.

Tremco's obligations under this warranty may be voided by Tremco based on any of the events described in Section D, change in usage of the building without the prior written approval of Tremco, repairs, alterations, penetrations of or attachments to the TRS without the prior written approval of Tremco, building settlement, deterioration, cracking or failure of the roof deck, coping and parapet walls, infiltration or condensation of moisture in, through or around walls, copings, underlying structure, hardware or equipment, or failure of the Owner to comply with its obligations described in this warranty.

G. OTHER TERMS

THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, OBLIGATIONS OR AGREEMENTS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY RIGHTS OR REMEDIES AGAINST ANY PERSON OR ENTITY UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE WITH RESPECT TO THE SALE OF GOODS AND/OR SERVICES. THE REMEDIES AND OBLIGATIONS STATED IN THIS WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES OF AND OBLIGATIONS TO THE OWNER FOR ANY AND ALL MATTERS ARISING WITH RESPECT TO OR IN ANY WAY CONNECTED WITH THE TRS, OR ITS COMPONENT PRODUCTS, OR ANY GOODS OR SERVICES RELATED THERETO, REGARDLESS OF THE SOURCE OR PROVIDER OF SUCH GOODS OR SERVICES. THE OWNER SHALL PROVIDE WAIVERS OF SUBROGATION UPON REQUEST. NO REPRESENTATIVE OF TREMCO INCORPORATED, OR ANY EMPLOYEE, AGENT OR AFFILIATED COMPANY ("AFFILIATE") HAS AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL TREMCO INCORPORATED OR ANY AFFILIATE BE LIABLE FOR ANY DAMAGE TO THE BUILDING ITSELF (OTHER THAN THE TRS), THE CONTENTS OF THE BUILDING, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TOTAL LIABILITY OF TREMCO INCORPORATED, AND ANY AFFILIATE OVER THE LIFE OF THE WARRANTY, SHALL NOT IN ANY EVENT EXCEED IN DOLLAR VALUE THE INSTALLED CONTRACT PRICE OF THE TRS AS IT APPEARS ABOVE, AND THIS TOTAL LIABILITY SHALL BE PRO-RATED ON A STRAIGHT LINE BASIS OVER THE LIFE OF THE WARRANTY, AND TREMCO'S LIABILITY SHALL NOT EXCEED SUCH PRO-RATED AMOUNT. NEITHER TREMCO INCORPORATED OR ANY AFFILIATE SHALL BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY.

The Owner agrees that this warranty, and the services and remedies set forth herein, are exclusive, and there are no other warranties between the Owner and Tremco or any affiliate. Any unresolved issues under this warranty shall be submitted to the exclusive jurisdiction of the courts of Cuyahoga County, Ohio, and governed by Ohio law.

It is expressly understood and agreed by the parties of this warranty that the Surety's liability, if any, under its performance bond with respect to warranty liabilities shall be limited to a one-year period, which shall begin when the customer accepts delivery or makes final payment in accordance with the terms of the contract. Tremco Incorporated, its successors, and/or assigns, shall be solely responsible for the balance of the term of its warranty in accordance with the terms found therein.

TREMCO INCORPORATED
ROOFING & BUILDING MAINTENANCE DIVISION

By: 
Title: Warranty Administrator

Date: September 17, 2015