

Lifetime Workmanship Warranty



Above All Roofing of Rochester, Inc. ("Company") is committed to providing high quality, professionally installed roofs for its homeowner customers. The Company therefore extends this LIFETIME warranty to its customers for defects that may arise due to workmanship. This Warranty is subject to the conditions set forth on the reverse side of this certificate.

Ben Sprunger, President



ABOVE ALL ROOFING OF ROCHESTER, INC. WORKMANSHIP WARRANTY

Terms and Conditions

Term. The term of this Warranty will correspond to the life of the roofing material installed on your home. For example, if the Company installs shingles that are rated as 50 year shingles by the applicable manufacturer, then the term of the corresponding warranty is 50 years. The term of this Warranty commences and is contingent upon payment in full for the being received by Company and Company accepting the payment and issuing this Warranty.

Items Covered. This Warranty covers only roof leaks that are caused by installation defects and does not cover any of the following (except where the result of an installation defect by the Company):

Pre-existing roof leaks; leaks from adjoining decks, balconies, skylights; leaks from roof, attic or bathroom or exhaust vents or chimneys or flues; leaks caused by missing or damaged shingles; leaks from persons walking, standing on roof or from shoveling, scraping or otherwise removing snow, ice or debris from the roof (including leaks resulting from damage to shingles as a result of these activities); leaks or shingle damage caused by patio enclosures, sun rooms, pergolas or the attachment of any other items to the subject structure or roof; leaks originating from locations other than the roof, including but not limited to siding; aesthetic issues of any kind; leaks caused by severe weather events or by ice dams; leaks caused by impact damage to the roof of any kind; leaks caused by abuse, neglect or lack of normal maintenance.

Other Items Not Covered; damage resulting from or alterations or additions made to property or grounds and damage to any items as result of fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, war, riots, vandalism, acts of God, power failure or surge, pest damage, neglect, misuse, abuse, improper use, or damage or leaks occurring due to settling or shifting structures. The Company is not responsible for ANY interior damage from leaking roof (including but not limited to rotted or damaged framing, damaged sheetrock or wall or floor coverings, electrical damage or shorts), or any damage caused to the exterior siding, sheathing or attic or wall insulation. The Company is not responsible for ANY damage to personal property caused by any roof leak.

Limitations. This Warranty covers only matters of which the Company is advised during the term of the applicable Warranty, and specifically, within 10 days of the first leak incident; it is the responsibility of the homeowner to inform the Company of a leak to ensure that no damage will occur to the roof

structure from deterioration from prolonged water damage or exposure. This Warranty does not cover conditions which existed prior to the issuance of this Warranty. Company is not responsible for matching color or brand, but will replace with like color only if currently available and item is considered beyond repair. Company will not reimburse other vendors for service performed without prior written approval of Company. Company will not be liable for consequential damages to property or personal injury resulting from the failure of any roofing component or from Company's delay or failure to provide service due to conditions beyond Company's control such as, but not limited to, unavailability of materials or labor difficulties. It is your responsibility to provide access to the home for repairs at reasonable times, unless emergency response is necessary. The Company will take all necessary precautions to protect landscaping, fences and exterior structures in the repair process. The expense of repair of damage caused to complete repairs is the responsibility of the homeowner.

Limits of Liability. The express warranties and agreements set forth in this Warranty are the only obligations of the Company under this Warranty. All other agreements, undertakings and warranties by the Company, including but not limited to warranties of merchantability or fitness for a particular purpose are expressly excluded. This Warranty does not create, establish or confirm any obligations of Company to any third parties.

Service. The Company guarantees a response time of 2 business days on emergency service and 3 business days on non-emergency service. Repairs performed under this Warranty will be warranted for the remaining term of the Warranty.

Transfer of Warranty. This Warranty may be assigned during its term to a subsequent purchaser of your home. For an assignment of this Warranty to be effective, the Company must be notified in writing, within 30 days of the closing of the sale of the home, of (i) the occurrence of the sale, (i) the address of the subject property, (iii) the name of the selling owner, and (iv) the name and mailing address of the new owner of the property.

Dispute Resolution. This Warranty is not a contract of insurance. Disputes relating to this warranty may be handled through arbitration using the American Arbitration Association's Consumer Arbitration Rules.