

4. This Warranty does NOT cover conditions other than leaks. This Warranty also does not cover any leaks, caused by any of the following circumstances:
- Abuse of the roof in any way including, but not limited to, pedestrian traffic, physical abuse, substrate failure, vandalism, etc.;
 - Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightening, tornadoes, falling objects, earthquakes, etc.;
 - Deterioration or failure of building components, including, but not limited to, substrate, walls, mortar, HVAC units, non-Tropical brand components, etc.;
 - Discoloration or dirt accumulation on the coating;
 - Infiltration or condensation of moisture in, through, or around the walls, copings, building structure or underlying or surrounding materials;
 - Solid or liquid deposits of any substance including, but not limited to, oils, grease, acids, chemicals, animal droppings, etc.;
 - Settlement, cracking, warping, expansion, contraction, deflection, or other movement of the roof deck, roof insulation, walls, foundation, or any other part of the structure.
5. During the term of this Warranty, Tropical shall have free access to the roof during regular business hours.
6. Tropical shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the roofing applicator, Tropical, or material suppliers.
7. Tropical's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of Tropical's rights.
8. This Warranty does not cover cleanliness or discoloration of the _____ caused by environmental conditions, including but not limited to, dirt, pollutants, or biological agents.
9. This Warranty is not transferable to successive property owners by operation of law or otherwise. Application may be made by a new building owner for re-issuance of the warranty during the original warranty period. Certain procedures, including an inspection of the _____ by a Tropical representative, and fees will apply to any re-issuance.
10. THIS WARRANTY COVERS ONLY TROPICAL PRODUCTS. TROPICAL DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. TROPICAL SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW, ARISING OUT THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY TROPICAL.
11. THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMDIES FOR FAILURE OF THE _____ OR ITS COMPONENTS AND ARE IN LIEU OF ANY WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. TROPICAL SHALL NOT BE LIABLE UNDER ANY THEORY OF LAW FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS.
12. 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, Tropical and Owner agree that that the exclusive venue for any dispute between them shall be brought in a court of competent jurisdiction in Broward County, Florida. This Warranty shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflict of laws. Tropical and Owner consent to the jurisdiction of the above identified courts.

Tropical Roofing Products Florida, LLC

Signature: _____ Printed Name: _____ Title: _____ Date _____