



5 Kiowa Lane
Palmyra, VA 22963

Apex Roofing, LLC

LIMITED LIFETIME WORKMANSHIP AND SERVICING WARRANTY

This is a Labor Warranty. Please consult your product and manufacturer warranties for further coverages.

Ten Year / One Year Limited Workmanship Warranty – New Roof

Apex Roofing, LLC (“Apex”) will perform all work in a professional manner using high quality materials and supplies, and in conformance with applicable building code roofing standards. Apex warrants to the original consumer purchaser (“Owner”) that sloped deck roofing work and sloped external roofing work performed by Apex will be free of defects due to workmanship for ten (10) years from the date of purchase by the Owner, subject to the other terms and conditions contained in this document. Flat roofing work performed by Apex will be free of defects due to workmanship for one (1) year from the date of purchase by the Owner, subject to the other terms and conditions contained in this document. If tapered insulation is installed and/or there is a 1:12 or greater pitch on the roof deck, Apex will extend the warranty one (1) year, to a total of two (2) years. Skylight installation work is warranted as part of the previously mentioned roofing warranties. However, installation work performed on skylights is not covered under this warranty unless Apex has replaced the entire skylight glass and seal. Installation work on self-flashing skylights is also not included under this warranty.

One Year Limited Workmanship Warranty – New Gutters

Apex warrants to the Owner that gutters installed by Apex will be free of defects due to workmanship for one (1) year from the date of purchase by the Owner, subject to the other terms and conditions contained in this document.

One Year Limited Workmanship Warranty – Repairs

Apex warrants to the Owner repair work performed by Apex will be free of defects due to workmanship for (1) one year from the date of purchase of such services by the Owner, subject to the other terms and conditions contained in this document. Please be advised that leaks may arise from one or more causes. Accordingly, a leak may persist even after repair work is performed to remedy the leak. That may not be due to a defect in the repair work but rather to a different or additional cause of the leak which also then may need to be investigated and repaired at an additional charge. Apex is not responsible for drywall repairs due to ceiling damage before or after repair of leak. Apex advises customers to repair ceiling after they are positive the source of leak has been fully repaired.

What Is Not Covered

These warranties are granted by Apex to the Owner only and only materials purchased from and installed by Apex are covered by these warranties. All warranties assume normal and reasonable use of Apex products or components. Minor color or textural variations from lot-to-lot of product are not product or installation defects. These warranties do not cover any other damage, workmanship, or material failure including, but not limited to, damage caused by occurrences beyond the control of Apex, such as settlement of the building, failure of the structure (including foundations and walls), failure of roofing system substrate (including cracking, settlement, excessive deflection, deterioration, and decomposition), vapor condensation on bottom of roofing, oil-canning on metal roof panels, use of incompatible accessories, removal, repair, or re-installation of any Apex products or components by other than Apex, normal weathering, warping/splitting of natural wood products such as Cedar Shakes, corrosive effects of salt air and chemical pollutants, normal fading, deterioration of caulking compounds, fire, flood, lightning, high winds, windblown objects, earthquake, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the US Weather Bureau, other acts of God, intentional acts, unreasonable use or failure to provide reasonable maintenance, including failure to clean off gutters or roofs as and when necessary or damages due to or



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arising from the identification, detection, abatement, encapsulation or removal of mold, asbestos, lead based products or other hazardous substances inside or outside of the structure being improved. These warranties do not cover any damage or material failure, or misalignment caused by foliage, tree limbs, and ladders placed against the roof or gutters.

What Voids These Warranties

Installation, removal, painting, repair, adjustment, tampering or re-installation of any Apex products or components by other than Apex voids any and all warranties within this document, and Apex expressly disclaims any liability for any costs, defects, or damages with respect to such actions. Installation(s) of decks/decking material over flat roofing will void roof workmanship warranty unless deck installation is performed by Apex.

Remedies and Rights

These warranties of Apex products and services are the only expressed warranties provided by Apex. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of Apex any obligation, liability, or responsibility in place of or in addition to these warranties. EXCEPT FOR THE WARRANTY PROVIDED HEREIN APEX MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. APEX'S LIABILITY TO OWNER UNDER THIS DOCUMENT IS LIMITED TO THE AMOUNTS RECEIVED BY APEX FOR SERVICES RENDERED UNDER THE SALES AGREEMENT WITH THE OWNER. IN NO EVENT SHALL APEX BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF APEX PRODUCT OR SERVICES.

How To Obtain Warranty Service

To submit a claim, this warranty and a signed and dated copy of the original Apex sales agreement along with interior and exterior (from ground) photos when applicable must be submitted in writing by registered mail or email (contact@apexroofingva.com) to Apex. Claims must be submitted to Apex promptly after discovery of the claimed defect and within the applicable warranty period. Apex will then schedule an appointment to inspect the premises when necessary and the warranty claim within a reasonable period after having received the claim. If after inspection, Apex determines that a valid claim exists under one or more of the warranties, Apex will repair, re-install, replace, or refund the pro rata purchase price of the faulty portion of the Apex service, at Apex's option. If Apex determines to replace any or all Apex product(s), and if Apex product(s) as originally installed is no longer available, Apex shall have the right to substitute Apex product(s) designated by Apex to be of equal quality. Replacement of a product or component does not renew the warranty period. Minor color variations may exist between replacement product and the originally installed product and are not indicative of a defective product. If, at Apex's option, a purchase price refund is conveyed to the Owner, then all warranties are terminated, and repair, replacement or removal of Apex products shall become the sole responsibility of the Owner. No warranties are valid unless and until the Owner has made full payment under the original Apex sales agreement and all addenda thereto. Non-warranty calls or adjustment may result in a service charge. Deck removal over flat roofs for repair or inspection will be charged at \$100.00 per man per hour.

For all GAF WeatherStopper System Plus Warranties that offer extended workmanship warranties, contact the Manufacturer for Warranty Service:

GAF Warranty Services – 1 Campus Drive Parsippany, NJ 07054, USA or call 1(800) 458-1860