

## **BALLAST PAVER LIMITED WIND UPLIFT WARRANTY**

Westile (hereinafter "Manufacturer") warrants to the building owner ("Owner") of the building described below that, subject to the terms, conditions, and limitations stated herein, the interlocking extruded concrete ballast paver ("Ballast Paver") will continue to ballast the roofing membrane of the roof and building at design wind speeds of 72 miles per hour.

In the event the Ballast Paver does not so perform, Manufacturer will replace the displaced Ballast Paver and make modifications to enable the Ballast Paver to perform as warranted. Manufacturer's total labor and material expense for the life of this warranty will be limited to the Owner's original cost of the installation of the Ballast Paver.

### **TERMS AND CONDITIONS**

1. The roof must be fully covered and properly applied with the Ballast Paver in accordance with the procedures set forth in Manufacturer's specifications (WESBPD&I9/2000) Design and Installation Guide and no other ballast materials or ballast systems may be used on the roof. This warranty will not extend to partially covered membranes or to membranes ballasted with materials other than Ballast Pavers.
2. Ballast Paver must be installed in accordance with Manufacturer's Specifications.
3. The warranted wind speed shall be determined in accordance with the formula set forth in Manufacturer's Specifications. If the variables set forth therein are met as determined by Manufacturer, the Manufacturer or its authorized agent or representative shall inspect the complete Ballast Paver system to determine whether the installation was performed in accordance with Manufacturer's Specifications. The inspection shall only determine whether the installation was in accordance with Manufacturer's Specifications, and not whether said system was installed in accordance with any other plans or specifications. If, and only if, the above two criteria have been met in Manufacturer's sole discretion, and the within warranty, properly executed by duly authorized representatives of Owner and Manufacturer, and the applicable wind speed set forth in the warranty is in accordance with the terms and conditions herein, will Manufacturer warrant to the Owner of building the above described limited warranty.
4. Manufacturer's obligation under this warranty will be effective only if the Owner notifies Manufacturer in writing at 8311 W. Carder Court, Littleton, Colorado 80125, within thirty (30) days of the failure of the materials to perform as warranted herein. This warranty is not effective if, in the sole judgment of Manufacturer, the performance of the material warranted is impaired by any alterations or repairs made to the roof without Manufacturer's prior written approval, or by use of the roof or building other than as described below.
5. Upon proper notice of a failure to the Ballast Paver, the Owner authorizes Manufacturer or any of Manufacturer's authorized agents or representatives to investigate the noticed problem. Should such an investigation reveal the problem to be outside the scope of this warranty investigation and repair costs, if any will be borne by the Owner and by Owner's acceptance hereof, Owner agrees to pay for such investigation and repair costs, if any, and hold Manufacturer harmless there from. Should such investigation reveal the problem to be within the scope of this warranty, Manufacturer will bear the cost of such investigation, as well as the repair and/or replacement costs pursuant to this warranty.
6. Manufacturer will not be liable in any respect for any damage to the building described herein, any contents thereof, or other property or person. Nor will it be liable for any incidental or consequential damages, whether based on negligence or otherwise. The provisions of this warranty shall constitute the Owner's sole and exclusive remedy at law or in equity.
7. Manufacturer may require the installation of a wind measuring device on the subject roof on the leading edge of the building toward prevailing winds. Installation will be the responsibility of the Owner. If no wind measuring device is installed, maximum wind speeds will be determined by the nearest National Climatic Data Center.

