

Newsome Roofing Company, Inc.

WORKMANSHIP WARRANTY

Newsome Roofing Company, Inc. offers a standard *7-year workmanship warranty on complete roof replacements* and a *1 year workmanship warranty on repairs*. Newsome Roofing Company, Inc. warrants to the original purchaser that under the conditions described in this agreement the work performed for the homeowner issued this warranty will be free from leakage through the roof due to defective workmanship for the period, starting from the completion date.

This Warranty covers only the specific work described in our contract with you. If within the Warranty Period moisture leakage occurs through the roof due to our defective workmanship, we will repair the subject roofing at our expense or refund the cost of only that specific item of roofing material and labor related to that item (i.e. only defective portion of job – not entire contract) as we in our discretion shall deem to be required.

This Warranty does not apply to:

- 1. Damage to the roof due to causes beyond normal use and service including, but not limited to acts of God, falling objects, misuse of roof, vandalism.*
- 2. Any damage or injury to persons or property caused directly or indirectly, in whole or in part, by:*
 - a. Any fungus(es) including, but not limited to, any type or form of mold, mushroom or mildew*
 - b. Spore(s) means any reproductive body produced by or arising out of any fungus(es):*
 - c. Any substance, vapor or gas produced by or arising out of any fungus(es);*
 - d. Any material, product, building component, building or structure that contains, harbors, or acts as a medium for any fungus(es) or spore(s)*
 - e. Any moisture condensation; however caused including, but not limited to, roof leakage*
- 3. Damage caused by settlement of other structure problems.*
- 4. Leakage due to “Ice Back-up” except through the specific locations where ice dam protection membrane has been installed by us.*
- 5. Leakage due to siding on walls or other wall treatment or through chimney above top of flashing*
- 6. Direct or consequential damage to any property, real or personal, other than the repair of the subject roofing or partial refund cost as mentioned above.*
- 7. Homeowner, another roofing company, or anyone other than a representative/employee of Newsome Roofing Company, Inc. performs, alters, or attempts any repairs before Newsome Roofing Company, Inc. is allowed to remedy the problem this warranty will be null and void and Newsome Roofing Company, Inc. will not be held liable for damage to roof or property of homeowner.*

(Over)

EXCEPT FOR THE LIMITED WARRANTY STATED ABOVE, WE EXPLICITLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY FOR ANY DAMAGE TO ANY PROPERTY, REAL OR PERSONAL, AND/OR ANY DAMAGE OR INJURY TO PERSONS, CAUSED BY MOISTURE ALLOWED INTO ANY STRUCTURE ON THE JOB SITE AS A RESULT OF A LEAKING ROOF.

THIS LIMITED WORKMANSHIP WARRANTY DOES NOT EXTEND TO OR COVER, AND WE WILL NOT PAY, CONSEQUENTIAL DAMAGES OF ANY KIND.

The above paragraph does not affect any written warranties that may be given to you by the manufacturer.

This Warranty is solely for the benefit of the original purchaser. However, you may transfer the Warranty to another individual, should the property be sold within the Warranty period. The Warranty is transferable only once from the original purchaser. Any necessary repairs performed due to defective workmanship for transferred Warranty holders will be covered during the Warranty period. All exclusions outlined above apply.

******This warranty shall be null and void unless we receive full payment according to the terms of our contract with you.******