

**AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

**Date:** \_\_\_\_\_

**Meeting Date:** 9/8/2025

**Submitted By:** \_\_\_\_\_

**Department:** Facilities Management

**Signature of Elected Official/Department Head:**

\_\_\_\_\_

<b>Court Decision:</b> <small>This section to be completed by County Judge's Office</small>


**Description:**

Consider and Approve Prime Source Construction Roof Warranty Agreements for County Facility Roofs Replaced Between March of 2020 and June of 2025; with Authorization for County Judge to Sign-Facilities Management

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(May attach additional sheets if necessary)

**Person to Present:** \_\_\_\_\_

(Presenter must be present for the item unless the item is on the Consent Agenda)

**Supporting Documentation:** (check one)     PUBLIC     CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

**Estimated Length of Presentation:** \_\_\_\_\_ minutes

**Session Requested:** (check one)

Action Item     Consent     Workshop     Executive     Other \_\_\_\_\_

**Check All Departments That Have Been Notified:**

County Attorney     IT     Purchasing     Auditor

Personnel     Public Works     Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please List All External Persons Who Need a Copy of Signed Documents  
In Your Submission Email**

**DURO-LAST®**

# 20-Year NDL Warranty

Warranty No.

413250

## I. TERMS and CONDITIONS

Duro-Last®, Inc., ("Duro-Last") grants this No-Dollar Limit ("NDL") Warranty to the owner of a building ("Owner") containing a **Duro-Last Roofing System ("Duro-Last System")** installed by a Duro-Last Authorized Dealer/Contractor ("Contractor"), subject to the terms and conditions and limitations contained herein.

Duro-Last's obligation during the 1<sup>st</sup> through 20<sup>th</sup> year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements;
- C. The Owner has notified Duro-Last within 14 days of the discovery of any leak, failure or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing [ws@duro-last.com](mailto:ws@duro-last.com), or by certified mail, return receipt requested;
- D. The Owner allows Duro-Last's QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s) or an authorized Contractor makes the repair.

## II. OWNER'S RESPONSIBILITIES

The Owner is not entitled to recover under this No-Dollar Limit Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions.

## III. LIMITATIONS and EXCLUSIONS

- A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to:
  - 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
  - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
  - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
  - 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- G. This No-Dollar Limit Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last's sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last

**OVER: CONTINUED ON BACK**

System prior to transfer of this No-Dollar Limit Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this No-Dollar Limit Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

- H. This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.
- I. This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.
- J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.

**THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.**

**THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED.**

**THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.**

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any terms or conditions of this No-Dollar Limit Warranty, unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

**SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.** If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

DURO-LAST®, INC.  
525 Morley Drive  
Saginaw, MI 48601

  
\_\_\_\_\_  
Mitch Guettler - Director of Quality Assurance  
Signature of Duro-Last QA Tech Rep or QA Manager

JOHNSON COUNTY SUB COURTHOUSE

Name of Building

247 ELK DR

Address of Building

BURLESON, TX 76028

City, State & Zip of Building

CANOPY-1941691

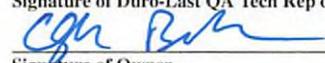
Building Designation

December 14, 2022

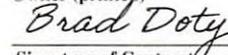
Effective Date

1941691

Serial No.

  
\_\_\_\_\_  
Signature of Owner

Christopher Boedeker  
Owner (printed)

  
\_\_\_\_\_  
Signature of Contractor

PRIME SOURCE CONSTRUCTION

Contractor (printed)

200

Square Footage

413250

Warranty No.

**DURO-LAST®  
SUPREME**

# 20-YEAR NDL Warranty

**15 Years Consequential Damages And 5 Years Material and Labor**

Warranty No.  
387671

## I. TERMS and CONDITIONS

Duro-Last®, Inc., (“Duro-Last”), grants this No-Dollar Limit (“NDL”) Warranty (“Warranty”) to the owner of a building (“Owner”) containing a **Duro-Last Roofing System (“Duro-Last System”)** installed by a Duro-Last authorized Dealer/Contractor (“Contractor”), subject to the conditions and limitations contained herein. Duro-Last’s obligation during the 1<sup>st</sup> through 20<sup>th</sup> year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Owner acknowledges that Duro-Last is the manufacturer of the Duro-Last System, and is not responsible for compliance with any applicable building codes or regulations. Duro-Last’s obligation includes, at Duro-Last’s sole discretion, either the repair or replacement of all or any part of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System. Duro-Last reserves the right to determine the appropriate repair or replacement product, including the manner or method of any repairs or replacement. The foregoing shall be the only remedies to the Owner under this Warranty, provided that each of the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative (“Duro-Last QA Tech Rep”). Owner acknowledges that the Duro-Last inspection is only to determine if the Duro-Last Warranty may be issued, and is not an inspection to determine compliance with any applicable building code or regulation pertaining to the building;
- C. The Owner must exercise reasonable and diligent care in the maintenance of the Duro-Last System by conducting good general roof maintenance in accordance with the attached Care and Maintenance Guide, which can also be located at [www.duro-last.com/duro-last/careandmaintenance](http://www.duro-last.com/duro-last/careandmaintenance);
- D. The Owner has notified Duro-Last within 72 hours of the discovery of any leak, failure, emergency repairs or any other alleged Duro-Last System defect. Owner must notify Duro-Last by e-mailing [ws@duro-last.com](mailto:ws@duro-last.com), or by calling the Duro-Last Warranty Services Department at 1-866-284-9424. If upon Duro-Last’s inspection Duro-Last determines that the reported leak, failure or defect is not covered by the Warranty, then the Owner shall be responsible for all direct expenses incurred by Duro-Last to conduct the inspection;
- E. The Owner allows Duro-Last’s QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner’s expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- F. Duro-Last authorizes the repair and, at Duro-Last’s option, either Duro-Last’s QA Tech Rep(s) or an authorized Contractor makes the repair.

## II. LIMITATIONS and EXCLUSIONS

- A. This Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from the design or construction of the building or roof assembly aside from the Duro-Last System. Duro-Last shall not be liable for any condensation in the building or roof assembly or any design defects that result in water penetrating into the building. Duro-Last shall not be liable for any damage to the building or leaks caused by inadequate or insufficient drainage.
- C. Duro-Last shall not be liable for any other products aside from the Duro-Last System.
- D. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last’s control including, but not limited to:
  - 1) Damage caused by winds in excess of 55 mph measured in 3 second gusts at 10 meters (33 feet) high, fire, lightning, hurricane, hail, tornado, flood, earthquake, animals, insects; or
  - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
  - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by rooftop traffic, or by chemicals not normally found in nature or the like; or
  - 4) Construction generated moisture, condensation or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings; or
  - 5) Incompatible substrates or materials not supplied by Duro-Last that come into contact with the Duro-Last membrane.
- E. Duro-Last does not warranty the watertightness of tie-ins to 1) a standing seam metal roof or 2) any other roofing system.
- F. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- G. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System. Further, Duro-Last shall not be responsible for any changes in appearance or aesthetic surface imperfections.
- H. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- I. Owner must notify Duro-Last in advance of any material change in the building’s use or purpose. Duro-Last reserves the right to void this Warranty if in Duro-Last’s sole discretion, the change in the building’s use or purpose adversely affects the Duro-Last System’s ability to perform as originally installed.
- J. This Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last’s sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last System prior to the transfer of this Warranty. The Owner (undersigned

OVER: CONTINUED ON BACK

below) must pay for any non-warranted repairs identified by Duro-Last during the pre-transfer inspection. A transfer of this Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

- K. This Warranty must be signed by the Owner, the Contractor and a Duro-Last Quality Assurance Manager. Coverage under the terms of this Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this Warranty does not alter the Effective Date.
- L. This Warranty shall be governed by the laws of the State of Michigan without regard to conflicts of law principles. Duro-Last and Owner hereby agree that any controversy or claims between them or involving the Duro-Last System in any way shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration hearing will be conducted in Saginaw, Michigan.
- M. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- N. Duro-Last does not waive any rights under this Warranty by refraining from exercising its rights in full in one or more instances.

**THIS WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.**

**THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT IS FOUND TO EXIST DESPITE THIS DISCLAIMER IS LIMITED IN DURATION TO THE TERM HEREIN. ALL CLAIMS INCLUDING NEGLIGENCE, PRODUCTS LIABILITY, OR FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.**

FOR 15 YEARS FOLLOWING THE EFFECTIVE DATE, IN ADDITION TO THE REPAIR OR REPLACE REMEDY AVAILABLE TO OWNER, DURO-LAST WILL ALSO COVER REASONABLY FORSEEABLE CONSEQUENTIAL LEAK-RELATED INTERIOR DAMAGES TO THE BUILDING UP TO TWO MILLION (\$2,000,000.00) DOLLARS CAUSED BY A DEFECT IN THE DURO-LAST SYSTEM OR BY THE WORKMANSHIP OF THE CONTRACTOR, BUT ONLY AS THE WORKMANSHIP RELATES TO THE INSTALLATION OF THE DURO-LAST SYSTEM ITSELF AND NOT AS IT RELATES TO ANY OTHER WORK PERFORMED. THIS REMEDY IS SUBJECT TO ALL OF THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE. ALL OTHER DAMAGES ARE EXPRESSLY EXCLUDED. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR ANY DAMAGES TO THE CONTENTS WITHIN THE OWNER'S BUILDING, LOST PROFITS, LOST WAGES, LOST RENTS, LOSS OF USE OR ANY OTHER PECUNIARY DAMAGE. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 16<sup>th</sup> THROUGH 20<sup>th</sup> YEAR OF THIS WARRANTY, DURO-LAST SHALL ONLY WARRANTY THE WORKMANSHIP OF THE CONTRACTOR, AND THAT THE DURO-LAST PRODUCT MEMBRANE, MATERIAL AND ACCESSORIES WILL NOT BECOME DEFECTIVE.

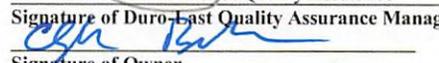
**THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.**

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any term or condition of this Warranty unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

DURO-LAST®, INC.  
525 Morley Drive  
Saginaw, MI 48601

JOHNSON COUNTY SUB COURTHOUSE  
Name of Building  
247 ELK DR  
Address of Building  
BURLESON, TX 76028  
City, State & Zip of Building  
Main Roof Upper  
Building Designation  
March 19, 2021  
Effective Date  
1768413  
Serial No.

  
Mitch Guettler - Director of Quality Assurance  
Signature of Duro-Last Quality Assurance Manager  
  
Signature of Owner  
Christopher Boedeker  
Owner (printed)  
  
Signature of Contractor  
Prime Source Construction  
Contractor (printed)  
15,445  
Square Footage  
387671  
Warranty No.



# Installer's Warranty

Owner: Johnson County  
 Address: 2 North Mill Street, Suite 304, Cleburne, TX 76033  
 Name and Type of Building: United Way  
 Address: 210 Featherston Street, Cleburne, TX 76033  
 Area of Work: Shingle Roof  
 Date of Acceptance of Work: 04/01/2024  
 Warranty Period: 5 Years  
 Date of Expiration: 04/01/2029

Prime Source Construction, Inc. as contracted with the owner, warrants roof work against leaks from workmanship for the designated Warranty Period.

Prime Source Construction, Inc. hereby warrants, subject to terms and conditions herein set fourth, that during Warranty Period they will at their own cost and expense, make or cause to be made such repairs to or replacements of said work as necessary to correct faulty and defective workmanship as necessary to maintain said work in watertight condition.

This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
  - a) Lightning, fire, hurricane, gale force wind, hail, tornado, flood, earthquake, vandalism or acts of God
  - b) Failure of roofing system substrate including cracking, settlement, excessive deflection, deterioration, and decomposition
  - c) Faulty construction of parapet walls, coping, chimneys, skylights, vents, equipment supports, curbs and other edge conditions and penetrations of the work
  - d) Faulty HVAC or electrical equipment or components
  - e) Vapor condensation on bottom of roofing including but no limited to moisture entering the roofing system through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings
  - f) Activity on roof by others including construction contractors, maintenance personnel, other persons, vandals and animals whether authorized or unauthorized by Owner
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Prime Source Construction, Inc and until all cost and expense thereof has been paid by Owner to Prime Source Construction, Inc.
3. Prime Source Construction, Inc. is responsible for workmanship covered by this Warranty, but is not liable for consequential damages to building or building contents, resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows roof alterations by anyone other than Prime Source Construction, Inc., this Warranty shall become null and void.
5. The Owner shall promptly notify Prime Source Construction, Inc. of observed, known or suspected leaks, defect, or deterioration, and shall afford reasonable opportunity for Prime Source Construction, Inc. to inspect work, and to examine evidence of such leaks, defects, or deterioration.
6. Caution should be taken when reporting leaks as this warranty does not provide for cost-free investigations of claims not attributed to or not covered by the warranty terms and conditions.

9-8-25  
 Date  
  
 Owner's Authorized Signature

4/1/2024  
 Date  
  
 Contractor's Authorized Signature

United Way  
 Name of Building  
210 Featherstone St. Cleburne, TX 76033  
 Building Address  
Shingle Roof  
 Building Address Continued

6,600  
 Square Footage



# Installer's Warranty

Owner: Johnson County  
 Address: 2 North Mill Street, Suite 304, Cleburne, TX 76033  
 Name and Type of Building: Justice of the Peace office  
 Address: 226 Featherston St., Cleburne, TX 76033  
 Area of Work: Shingle Roof  
 Date of Acceptance of Work: 4/1/2024  
 Warranty Period: 5 Years  
 Date of Expiration: 4/1/2029

Prime Source Construction, Inc. as contracted with the owner, warrants roof work against leaks from workmanship for the designated Warranty Period.

Prime Source Construction, Inc. hereby warrants, subject to terms and conditions herein set fourth, that during Warranty Period they will at their own cost and expense, make or cause to be made such repairs to or replacements of said work as necessary to correct faulty and defective workmanship as necessary to maintain said work in watertight condition.

This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
  - a) Lightning, fire, hurricane, gale force wind, hail, tornado, flood, earthquake, vandalism or acts of God
  - b) Failure of roofing system substrate including cracking, settlement, excessive deflection, deterioration, and decomposition
  - c) Faulty construction of parapet walls, coping, chimneys, skylights, vents, equipment supports, curbs and other edge conditions and penetrations of the work
  - d) Faulty HVAC or electrical equipment or components
  - e) Vapor condensation on bottom of roofing including but no limited to moisture entering the roofing system through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings
  - f) Activity on roof by others including construction contractors, maintenance personnel, other persons, vandals and animals whether authorized or unauthorized by Owner
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Prime Source Construction, Inc and until all cost and expense thereof has been paid by Owner to Prime Source Construction, Inc.
3. Prime Source Construction, Inc. is responsible for workmanship covered by this Warranty, but is not liable for consequential damages to building or building contents, resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows roof alterations by anyone other than Prime Source Construction, Inc., this Warranty shall become null and void.
5. The Owner shall promptly notify Prime Source Construction, Inc. of observed, known or suspected leaks, defect, or deterioration, and shall afford reasonable opportunity for Prime Source Construction, Inc. to inspect work, and to examine evidence of such leaks, defects, or deterioration.
6. Caution should be taken when reporting leaks as this warranty does not provide for cost-free investigations of claims not attributed to or not covered by the warranty terms and conditions.

9-8-25  
 Date

[Signature]  
 Owner's Authorized Signature

Justice of the Peace office  
 Name of Building

226 Featherston St., Cleburne, TX 76033  
 Building Address

Shingle Roof  
 Building Address Continued

4/1/2024  
 Date

[Signature]  
 Contractor's Authorized Signature

3,900  
 Square Footage

**DURO-LAST®  
SUPREME**

# 20-YEAR NDL Warranty

**15 Years Consequential Damages And 5 Years Material and Labor**

Warranty No.  
390371

## I. TERMS and CONDITIONS

Duro-Last®, Inc., (“Duro-Last”), grants this No-Dollar Limit (“NDL”) Warranty (“Warranty”) to the owner of a building (“Owner”) containing a **Duro-Last Roofing System (“Duro-Last System”)** installed by a Duro-Last authorized Dealer/Contractor (“Contractor”), subject to the conditions and limitations contained herein. Duro-Last’s obligation during the 1<sup>st</sup> through 20<sup>th</sup> year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Owner acknowledges that Duro-Last is the manufacturer of the Duro-Last System, and is not responsible for compliance with any applicable building codes or regulations. Duro-Last’s obligation includes, at Duro-Last’s sole discretion, either the repair or replacement of all or any part of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System. Duro-Last reserves the right to determine the appropriate repair or replacement product, including the manner or method of any repairs or replacement. The foregoing shall be the only remedies to the Owner under this Warranty, provided that each of the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative (“Duro-Last QA Tech Rep”). Owner acknowledges that the Duro-Last inspection is only to determine if the Duro-Last Warranty may be issued, and is not an inspection to determine compliance with any applicable building code or regulation pertaining to the building;
- C. The Owner must exercise reasonable and diligent care in the maintenance of the Duro-Last System by conducting good general roof maintenance in accordance with the attached Care and Maintenance Guide, which can also be located at [www.duro-last.com/duro-last/careandmaintenance](http://www.duro-last.com/duro-last/careandmaintenance);
- D. The Owner has notified Duro-Last within 72 hours of the discovery of any leak, failure, emergency repairs or any other alleged Duro-Last System defect. Owner must notify Duro-Last by e-mailing [ws@duro-last.com](mailto:ws@duro-last.com), or by calling the Duro-Last Warranty Services Department at 1-866-284-9424. If upon Duro-Last’s inspection Duro-Last determines that the reported leak, failure or defect is not covered by the Warranty, then the Owner shall be responsible for all direct expenses incurred by Duro-Last to conduct the inspection;
- E. The Owner allows Duro-Last’s QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner’s expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- F. Duro-Last authorizes the repair and, at Duro-Last’s option, either Duro-Last’s QA Tech Rep(s) or an authorized Contractor makes the repair.

## II. LIMITATIONS and EXCLUSIONS

- A. This Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from the design or construction of the building or roof assembly aside from the Duro-Last System. Duro-Last shall not be liable for any condensation in the building or roof assembly or any design defects that result in water penetrating into the building. Duro-Last shall not be liable for any damage to the building or leaks caused by inadequate or insufficient drainage.
- C. Duro-Last shall not be liable for any other products aside from the Duro-Last System.
- D. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last’s control including, but not limited to:
  - 1) Damage caused by winds in excess of 55 mph measured in 3 second gusts at 10 meters (33 feet) high, fire, lightning, hurricane, hail, tornado, flood, earthquake, animals, insects; or
  - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
  - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by rooftop traffic, or by chemicals not normally found in nature or the like; or
  - 4) Construction generated moisture, condensation or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings; or
  - 5) Incompatible substrates or materials not supplied by Duro-Last that come into contact with the Duro-Last membrane.
- E. Duro-Last does not warrant the watertightness of tie-ins to 1) a standing seam metal roof or 2) any other roofing system.
- F. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- G. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System. Further, Duro-Last shall not be responsible for any changes in appearance or aesthetic surface imperfections.
- H. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- I. Owner must notify Duro-Last in advance of any material change in the building’s use or purpose. Duro-Last reserves the right to void this Warranty if in Duro-Last’s sole discretion, the change in the building’s use or purpose adversely affects the Duro-Last System’s ability to perform as originally installed.
- J. This Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last’s sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last System prior to the transfer of this Warranty. The Owner (undersigned

**OVER: CONTINUED ON BACK**

below) must pay for any non-warranted repairs identified by Duro-Last during the pre-transfer inspection. A transfer of this Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

- K. This Warranty must be signed by the Owner, the Contractor and a Duro-Last Quality Assurance Manager. Coverage under the terms of this Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this Warranty does not alter the Effective Date.
- L. This Warranty shall be governed by the laws of the State of Michigan without regard to conflicts of law principles. Duro-Last and Owner hereby agree that any controversy or claims between them or involving the Duro-Last System in any way shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration hearing will be conducted in Saginaw, Michigan.
- M. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- N. Duro-Last does not waive any rights under this Warranty by refraining from exercising its rights in full in one or more instances.

**THIS WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.**

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT IS FOUND TO EXIST DESPITE THIS DISCLAIMER IS LIMITED IN DURATION TO THE TERM HEREIN. ALL CLAIMS INCLUDING NEGLIGENCE, PRODUCTS LIABILITY, OR FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.

FOR 15 YEARS FOLLOWING THE EFFECTIVE DATE, IN ADDITION TO THE REPAIR OR REPLACE REMEDY AVAILABLE TO OWNER, DURO-LAST WILL ALSO COVER REASONABLY FORSEEABLE CONSEQUENTIAL LEAK-RELATED INTERIOR DAMAGES TO THE BUILDING UP TO TWO MILLION (\$2,000,000.00) DOLLARS CAUSED BY A DEFECT IN THE DURO-LAST SYSTEM OR BY THE WORKMANSHIP OF THE CONTRACTOR, BUT ONLY AS THE WORKMANSHIP RELATES TO THE INSTALLATION OF THE DURO-LAST SYSTEM ITSELF AND NOT AS IT RELATES TO ANY OTHER WORK PERFORMED. THIS REMEDY IS SUBJECT TO ALL OF THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE. ALL OTHER DAMAGES ARE EXPRESSLY EXCLUDED. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR ANY DAMAGES TO THE CONTENTS WITHIN THE OWNER'S BUILDING, LOST PROFITS, LOST WAGES, LOST RENTS, LOSS OF USE OR ANY OTHER PECUNIARY DAMAGE. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 16<sup>th</sup> THROUGH 20<sup>th</sup> YEAR OF THIS WARRANTY, DURO-LAST SHALL ONLY WARRANTY THE WORKMANSHIP OF THE CONTRACTOR, AND THAT THE DURO-LAST PRODUCT MEMBRANE, MATERIAL AND ACCESSORIES WILL NOT BECOME DEFECTIVE.

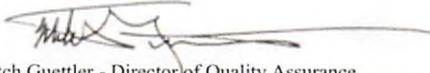
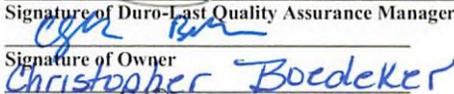
THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

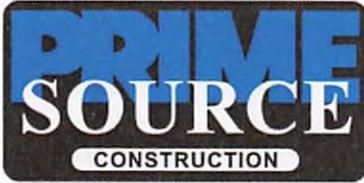
The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any term or condition of this Warranty unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

DURO-LAST®, INC.  
525 Morley Drive  
Saginaw, MI 48601

JOHNSON COUNTY ANNEX  
 Name of Building  
 2 N MILL ST  
 Address of Building  
 CLEBURNE, TX 76033  
 City, State & Zip of Building  
 UPPER  
 Building Designation  
 June 14, 2021  
 Effective Date  
 1784844  
 Serial No.

  
 Mitch Guettler - Director of Quality Assurance  
 Signature of Duro-Last Quality Assurance Manager  
  
 Signature of Owner  
 Christopher Boedecker  
 Owner (printed)  
  
 Signature of Contractor  
 Prime Source Construction  
 Contractor (printed)  
 9,296  
 Square Footage  
 390371  
 Warranty No.



# Installer's Warranty

Owner: Johnson County  
 Address: 1 North Main Street, Suite 305, Cleburne, TX 76033  
 Name and Type of Building: Doty House  
 Address: 409 N. Buffalo Street, Cleburne, TX 76033  
 Area of Work: Roof  
 Date of Acceptance of Work: 09/16/2024  
 Warranty Period: 5 years  
 Date of Expiration: 09/16/2029

Prime Source Construction, Inc. as contracted with the owner, warrants roof work against leaks from workmanship for the designated Warranty Period.

Prime Source Construction, Inc. hereby warrants, subject to terms and conditions herein set fourth, that during Warranty Period they will at their own cost and expense, make or cause to be made such repairs to or replacements of said work as necessary to correct faulty and defective workmanship as necessary to maintain said work in watertight condition.

This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
  - a) Lightning, fire, hurricane, gale force wind, hail, tornado, flood, earthquake, vandalism or acts of God
  - b) Failure of roofing system substrate including cracking, settlement, excessive deflection, deterioration, and decomposition
  - c) Faulty construction of parapet walls, coping, chimneys, skylights, vents, equipment supports, curbs and other edge conditions and penetrations of the work
  - d) Faulty HVAC or electrical equipment or components
  - e) Vapor condensation on bottom of roofing including but no limited to moisture entering the roofing system through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings
  - f) Activity on roof by others including construction contractors, maintenance personnel, other persons, vandals and animals whether authorized or unauthorized by Owner
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Prime Source Construction, Inc and until all cost and expense thereof has been paid by Owner to Prime Source Construction, Inc.
3. Prime Source Construction, Inc. is responsible for workmanship covered by this Warranty, but is not liable for consequential damages to building or building contents, resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows roof alterations by anyone other than Prime Source Construction, Inc., this Warranty shall become null and void.
5. The Owner shall promptly notify Prime Source Construction, Inc. of observed, known or suspected leaks, defect, or deterioration, and shall afford reasonable opportunity for Prime Source Construction, Inc. to inspect work, and to examine evidence of such leaks, defects, or deterioration.
6. Caution should be taken when reporting leaks as this warranty does not provide for cost-free investigations of claims not attributed to or not covered by the warranty terms and conditions.

9-8-25  
Date

[Signature]  
Owner's Authorized Signature

Doty House  
Name of Building

409 N. Buffalo Street, Cleburne, TX  
Building Address

Roof  
Building Address Continued

9/11/2024  
Date

[Signature]  
Contractor's Authorized Signature

3,000  
Square Footage

**DURO-LAST®**

# 20-Year NDL Warranty

Warranty No.  
402427

## I. TERMS and CONDITIONS

Duro-Last®, Inc., (“Duro-Last”) grants this No-Dollar Limit (“NDL”) Warranty to the owner of a building (“Owner”) containing a **Duro-Last Roofing System (“Duro-Last System”)** installed by a Duro-Last Authorized Dealer/Contractor (“Contractor”), subject to the terms and conditions and limitations contained herein.

Duro-Last’s obligation during the 1<sup>st</sup> through 20<sup>th</sup> year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last’s obligation includes, at Duro-Last’s discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative (“Duro-Last QA Tech Rep”), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last’s specifications and written installation requirements;
- C. The Owner has notified Duro-Last within 14 days of the discovery of any leak, failure or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;
- D. The Owner allows Duro-Last’s QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner’s expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- E. Duro-Last authorizes the repair and, at Duro-Last’s option, either Duro-Last’s QA Tech Rep(s) or an authorized Contractor makes the repair.

## II. OWNER’S RESPONSIBILITIES

The Owner is not entitled to recover under this No-Dollar Limit Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions.

## III. LIMITATIONS and EXCLUSIONS

- A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last’s control including, but not limited to:
  - 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
  - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
  - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
  - 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- G. This No-Dollar Limit Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last’s sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last

**OVER: CONTINUED ON BACK**

System prior to transfer of this No-Dollar Limit Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this No-Dollar Limit Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

- H. This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.
- I. This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.
- J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.

**THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.**

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED.

THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any terms or conditions of this No-Dollar Limit Warranty, unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

DURO-LAST\*, INC.  
525 Morley Drive  
Saginaw, MI 48601

  
\_\_\_\_\_  
Mitch Guettler - Director of Quality Assurance  
Signature of Duro-Last QA Tech Rep or QA Manager

JOHNSON COUNTY ELECTION OFFICE

Name of Building

103 S WALNUT ST

Address of Building

CLEBURNE, TX 76033

City, State & Zip of Building

1831131

Building Designation

March 10, 2022

Effective Date

1831131

Serial No.

  
\_\_\_\_\_  
Signature of Owner

Christopher Boedeler  
Owner (printed)

  
\_\_\_\_\_  
Signature of Contractor

Prime Source Construction

Contractor (printed)

9,941

Square Footage

402427

Warranty No.

**DURO-LAST®  
SUPREME**

# 20-YEAR NDL Warranty

**15 Years Consequential Damages And 5 Years Material and Labor**

Warranty No.  
389976

## I. TERMS and CONDITIONS

Duro-Last®, Inc., (“Duro-Last”), grants this No-Dollar Limit (“NDL”) Warranty (“Warranty”) to the owner of a building (“Owner”) containing a **Duro-Last Roofing System (“Duro-Last System”)** installed by a Duro-Last authorized Dealer/Contractor (“Contractor”), subject to the conditions and limitations contained herein. Duro-Last’s obligation during the 1<sup>st</sup> through 20<sup>th</sup> year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Owner acknowledges that Duro-Last is the manufacturer of the Duro-Last System, and is not responsible for compliance with any applicable building codes or regulations. Duro-Last’s obligation includes, at Duro-Last’s sole discretion, either the repair or replacement of all or any part of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System. Duro-Last reserves the right to determine the appropriate repair or replacement product, including the manner or method of any repairs or replacement. The foregoing shall be the only remedies to the Owner under this Warranty, provided that each of the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative (“Duro-Last QA Tech Rep”). Owner acknowledges that the Duro-Last inspection is only to determine if the Duro-Last Warranty may be issued, and is not an inspection to determine compliance with any applicable building code or regulation pertaining to the building;
- C. The Owner must exercise reasonable and diligent care in the maintenance of the Duro-Last System by conducting good general roof maintenance in accordance with the attached Care and Maintenance Guide, which can also be located at [www.duro-last.com/duro-last/careandmaintenance](http://www.duro-last.com/duro-last/careandmaintenance);
- D. The Owner has notified Duro-Last within 72 hours of the discovery of any leak, failure, emergency repairs or any other alleged Duro-Last System defect. Owner must notify Duro-Last by e-mailing [ws@duro-last.com](mailto:ws@duro-last.com), or by calling the Duro-Last Warranty Services Department at 1-866-284-9424. If upon Duro-Last’s inspection Duro-Last determines that the reported leak, failure or defect is not covered by the Warranty, then the Owner shall be responsible for all direct expenses incurred by Duro-Last to conduct the inspection;
- E. The Owner allows Duro-Last’s QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner’s expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- F. Duro-Last authorizes the repair and, at Duro-Last’s option, either Duro-Last’s QA Tech Rep(s) or an authorized Contractor makes the repair.

## II. LIMITATIONS and EXCLUSIONS

- A. This Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from the design or construction of the building or roof assembly aside from the Duro-Last System. Duro-Last shall not be liable for any condensation in the building or roof assembly or any design defects that result in water penetrating into the building. Duro-Last shall not be liable for any damage to the building or leaks caused by inadequate or insufficient drainage.
- C. Duro-Last shall not be liable for any other products aside from the Duro-Last System.
- D. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last’s control including, but not limited to:
  - 1) Damage caused by winds in excess of 55 mph measured in 3 second gusts at 10 meters (33 feet) high, fire, lightning, hurricane, hail, tornado, flood, earthquake, animals, insects; or
  - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
  - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by rooftop traffic, or by chemicals not normally found in nature or the like; or
  - 4) Construction generated moisture, condensation or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings; or
  - 5) Incompatible substrates or materials not supplied by Duro-Last that come into contact with the Duro-Last membrane.
- E. Duro-Last does not warrant the watertightness of tie-ins to 1) a standing seam metal roof or 2) any other roofing system.
- F. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- G. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System. Further, Duro-Last shall not be responsible for any changes in appearance or aesthetic surface imperfections.
- H. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- I. Owner must notify Duro-Last in advance of any material change in the building’s use or purpose. Duro-Last reserves the right to void this Warranty if in Duro-Last’s sole discretion, the change in the building’s use or purpose adversely affects the Duro-Last System’s ability to perform as originally installed.
- J. This Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last’s sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last System prior to the transfer of this Warranty. The Owner (undersigned

**OVER: CONTINUED ON BACK**

below) must pay for any non-warranted repairs identified by Duro-Last during the pre-transfer inspection. A transfer of this Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

- K. This Warranty must be signed by the Owner, the Contractor and a Duro-Last Quality Assurance Manager. Coverage under the terms of this Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this Warranty does not alter the Effective Date.
- L. This Warranty shall be governed by the laws of the State of Michigan without regard to conflicts of law principles. Duro-Last and Owner hereby agree that any controversy or claims between them or involving the Duro-Last System in any way shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration hearing will be conducted in Saginaw, Michigan.
- M. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- N. Duro-Last does not waive any rights under this Warranty by refraining from exercising its rights in full in one or more instances.

**THIS WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.**

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT IS FOUND TO EXIST DESPITE THIS DISCLAIMER IS LIMITED IN DURATION TO THE TERM HEREIN. ALL CLAIMS INCLUDING NEGLIGENCE, PRODUCTS LIABILITY, OR FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.

FOR 15 YEARS FOLLOWING THE EFFECTIVE DATE, IN ADDITION TO THE REPAIR OR REPLACE REMEDY AVAILABLE TO OWNER, DURO-LAST WILL ALSO COVER REASONABLY FORSEEABLE CONSEQUENTIAL LEAK-RELATED INTERIOR DAMAGES TO THE BUILDING UP TO TWO MILLION (\$2,000,000.00) DOLLARS CAUSED BY A DEFECT IN THE DURO-LAST SYSTEM OR BY THE WORKMANSHIP OF THE CONTRACTOR, BUT ONLY AS THE WORKMANSHIP RELATES TO THE INSTALLATION OF THE DURO-LAST SYSTEM ITSELF AND NOT AS IT RELATES TO ANY OTHER WORK PERFORMED. THIS REMEDY IS SUBJECT TO ALL OF THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE. ALL OTHER DAMAGES ARE EXPRESSLY EXCLUDED. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR ANY DAMAGES TO THE CONTENTS WITHIN THE OWNER'S BUILDING, LOST PROFITS, LOST WAGES, LOST RENTS, LOSS OF USE OR ANY OTHER PECUNIARY DAMAGE. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 16<sup>th</sup> THROUGH 20<sup>th</sup> YEAR OF THIS WARRANTY, DURO-LAST SHALL ONLY WARRANT THE WORKMANSHIP OF THE CONTRACTOR, AND THAT THE DURO-LAST PRODUCT MEMBRANE, MATERIAL AND ACCESSORIES WILL NOT BECOME DEFECTIVE.

THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any term or condition of this Warranty unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

DURO-LAST®, INC.  
525 Morley Drive  
Saginaw, MI 48601

  
Mitch Guettler - Director of Quality Assurance  
Signature of Duro-Last Quality Assurance Manager

  
Signature of Owner  
Christopher Boedeker  
Owner (printed)

  
Signature of Contractor  
Prime Source Construction  
Contractor (printed)

8,516  
Square Footage  
389976  
Warranty No.

JOHNSON COUNTY AGRI LIFE BLDG  
Name of Building  
109 W CHAMBERS ST  
Address of Building  
CLEBURNE, TX 76033  
City, State & Zip of Building  
LOWER  
Building Designation  
June 14, 2021  
Effective Date  
1784849  
Serial No.

**DURO-LAST®  
SUPREME**

# 20-YEAR NDL Warranty

**15 Years Consequential Damages And 5 Years Material and Labor**

Warranty No.  
389975

## I. TERMS and CONDITIONS

Duro-Last®, Inc., (“Duro-Last”), grants this No-Dollar Limit (“NDL”) Warranty (“Warranty”) to the owner of a building (“Owner”) containing a **Duro-Last Roofing System (“Duro-Last System”)** installed by a Duro-Last authorized Dealer/Contractor (“Contractor”), subject to the conditions and limitations contained herein. Duro-Last’s obligation during the 1<sup>st</sup> through 20<sup>th</sup> year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Owner acknowledges that Duro-Last is the manufacturer of the Duro-Last System, and is not responsible for compliance with any applicable building codes or regulations. Duro-Last’s obligation includes, at Duro-Last’s sole discretion, either the repair or replacement of all or any part of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System. Duro-Last reserves the right to determine the appropriate repair or replacement product, including the manner or method of any repairs or replacement. The foregoing shall be the only remedies to the Owner under this Warranty, provided that each of the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative (“Duro-Last QA Tech Rep”). Owner acknowledges that the Duro-Last inspection is only to determine if the Duro-Last Warranty may be issued, and is not an inspection to determine compliance with any applicable building code or regulation pertaining to the building;
- C. The Owner must exercise reasonable and diligent care in the maintenance of the Duro-Last System by conducting good general roof maintenance in accordance with the attached Care and Maintenance Guide, which can also be located at [www.duro-last.com/duro-last/careandmaintenance](http://www.duro-last.com/duro-last/careandmaintenance);
- D. The Owner has notified Duro-Last within 72 hours of the discovery of any leak, failure, emergency repairs or any other alleged Duro-Last System defect. Owner must notify Duro-Last by e-mailing [ws@duro-last.com](mailto:ws@duro-last.com), or by calling the Duro-Last Warranty Services Department at 1-866-284-9424. If upon Duro-Last’s inspection Duro-Last determines that the reported leak, failure or defect is not covered by the Warranty, then the Owner shall be responsible for all direct expenses incurred by Duro-Last to conduct the inspection;
- E. The Owner allows Duro-Last’s QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner’s expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- F. Duro-Last authorizes the repair and, at Duro-Last’s option, either Duro-Last’s QA Tech Rep(s) or an authorized Contractor makes the repair.

## II. LIMITATIONS and EXCLUSIONS

- A. This Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from the design or construction of the building or roof assembly aside from the Duro-Last System. Duro-Last shall not be liable for any condensation in the building or roof assembly or any design defects that result in water penetrating into the building. Duro-Last shall not be liable for any damage to the building or leaks caused by inadequate or insufficient drainage.
- C. Duro-Last shall not be liable for any other products aside from the Duro-Last System.
- D. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last’s control including, but not limited to:
  - 1) Damage caused by winds in excess of 55 mph measured in 3 second gusts at 10 meters (33 feet) high, fire, lightning, hurricane, hail, tornado, flood, earthquake, animals, insects; or
  - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
  - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by rooftop traffic, or by chemicals not normally found in nature or the like; or
  - 4) Construction generated moisture, condensation or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings; or
  - 5) Incompatible substrates or materials not supplied by Duro-Last that come into contact with the Duro-Last membrane.
- E. Duro-Last does not warrant the watertightness of tie-ins to 1) a standing seam metal roof or 2) any other roofing system.
- F. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- G. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System. Further, Duro-Last shall not be responsible for any changes in appearance or aesthetic surface imperfections.
- H. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- I. Owner must notify Duro-Last in advance of any material change in the building’s use or purpose. Duro-Last reserves the right to void this Warranty if in Duro-Last’s sole discretion, the change in the building’s use or purpose adversely affects the Duro-Last System’s ability to perform as originally installed.
- J. This Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last’s sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last System prior to the transfer of this Warranty. The Owner (undersigned

**OVER: CONTINUED ON BACK**

below) must pay for any non-warranted repairs identified by Duro-Last during the pre-transfer inspection. A transfer of this Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

- K. This Warranty must be signed by the Owner, the Contractor and a Duro-Last Quality Assurance Manager. Coverage under the terms of this Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this Warranty does not alter the Effective Date.
- L. This Warranty shall be governed by the laws of the State of Michigan without regard to conflicts of law principles. Duro-Last and Owner hereby agree that any controversy or claims between them or involving the Duro-Last System in any way shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration hearing will be conducted in Saginaw, Michigan.
- M. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- N. Duro-Last does not waive any rights under this Warranty by refraining from exercising its rights in full in one or more instances.

**THIS WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.**

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT IS FOUND TO EXIST DESPITE THIS DISCLAIMER IS LIMITED IN DURATION TO THE TERM HEREIN. ALL CLAIMS INCLUDING NEGLIGENCE, PRODUCTS LIABILITY, OR FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.

FOR 15 YEARS FOLLOWING THE EFFECTIVE DATE, IN ADDITION TO THE REPAIR OR REPLACE REMEDY AVAILABLE TO OWNER, DURO-LAST WILL ALSO COVER REASONABLY FORSEEABLE CONSEQUENTIAL LEAK-RELATED INTERIOR DAMAGES TO THE BUILDING UP TO TWO MILLION (\$2,000,000.00) DOLLARS CAUSED BY A DEFECT IN THE DURO-LAST SYSTEM OR BY THE WORKMANSHIP OF THE CONTRACTOR, BUT ONLY AS THE WORKMANSHIP RELATES TO THE INSTALLATION OF THE DURO-LAST SYSTEM ITSELF AND NOT AS IT RELATES TO ANY OTHER WORK PERFORMED. THIS REMEDY IS SUBJECT TO ALL OF THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE. ALL OTHER DAMAGES ARE EXPRESSLY EXCLUDED. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR ANY DAMAGES TO THE CONTENTS WITHIN THE OWNER'S BUILDING, LOST PROFITS, LOST WAGES, LOST RENTS, LOSS OF USE OR ANY OTHER PECUNIARY DAMAGE. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 16<sup>th</sup> THROUGH 20<sup>th</sup> YEAR OF THIS WARRANTY, DURO-LAST SHALL ONLY WARRANTY THE WORKMANSHIP OF THE CONTRACTOR, AND THAT THE DURO-LAST PRODUCT MEMBRANE, MATERIAL AND ACCESSORIES WILL NOT BECOME DEFECTIVE.

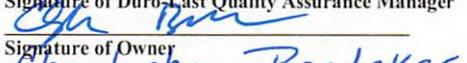
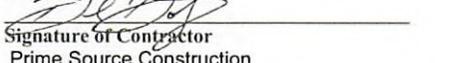
THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any term or condition of this Warranty unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

DURO-LAST®, INC.  
525 Morley Drive  
Saginaw, MI 48601

JOHNSON COUNTY MOW  
Name of Building  
106 E KILPATRICK ST  
Address of Building  
CLEBURNE, TX 76031  
City, State & Zip of Building  
1784840  
Building Designation  
June 14, 2021  
Effective Date  
1784840  
Serial No.

  
Mitch Guettler - Director of Quality Assurance  
Signature of Duro-Last Quality Assurance Manager  
  
Signature of Owner  
Christopher Boedeker  
Owner (printed)  
  
Signature of Contractor  
Prime Source Construction  
Contractor (printed)  
10,311  
Square Footage  
389975  
Warranty No.

**DURO-LAST®  
SUPREME**

# 15-Year NDL Warranty

Warranty No.

381686

## I. TERMS and CONDITIONS

Duro-Last®, Inc., (“Duro-Last”) grants this No-Dollar Limit (“NDL”) Warranty to the owner (“Owner”) of a building containing a **Duro-Last Roofing System (“Duro-Last System”)** installed by a Duro-Last authorized Dealer/Contractor (“Contractor”), subject to the conditions and limitations contained herein.

Duro-Last’s obligation during the 1<sup>st</sup> through the 15<sup>th</sup> year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last’s obligation includes, at Duro-Last’s discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative (“Duro-Last QA Tech Rep”), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the contractor confirms that the Duro-Last System was installed in accordance with Duro-Last’s specifications and written installation requirements.
- C. The Owner has notified Duro-Last within 7 days of the discovery of any leak, failure, or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing [ws@duro-last.com](mailto:ws@duro-last.com), or by certified mail, return receipt requested;
- D. The Owner allows Duro-Last’s QA Tech Rep(s), and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner’s expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- E. Duro-Last authorizes the repair and, at Duro-Last’s option, either Duro-Last’s QA Tech Rep(s), or an authorized Contractor makes the repair.

## II. LIMITATIONS and EXCLUSIONS

- A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. Duro-Last is not liable for any Duro-Last System defect or failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last’s control including, but not limited to:
  - 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
  - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
  - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
  - 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- G. This No-Dollar Limit Warranty passes to future Owners of the building for the full 15 years hereof.
- H. This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.
- I. This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.
- J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.

OVER: CONTINUED ON BACK

THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.

OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT THIS NO-DOLLAR LIMIT WARRANTY COVERS CONSEQUENTIAL DAMAGES DERIVED FROM LEAKS CAUSED BY DEFECTS WARRANTED AGAINST ABOVE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any terms or conditions of this No-Dollar Limit Warranty, unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

DURO-LAST®, INC.  
525 Morley Drive  
Saginaw, MI 48601

JOHNSON COUNTY  
Name of Building  
10420 E FM 917  
Address of Building  
ALVARADO, TX 76009  
City, State & Zip of Building  
OFFICE, SHOP, SMALL SHOP  
Building Designation  
December 02, 2020  
Effective Date  
1710640  
Serial No.

  
Mitch Guettler - Director of Quality Assurance  
Signature of Duro-Last QA Tech Rep or QA Manager  
  
Signature of Owner  
Christopher Boedeker  
Owner (printed)  
Brad Doty - Vice President   
Signature of Contractor  
Prime Source Construction  
Contractor (printed)  
7,626  
Square Footage  
381686  
Warranty No.