

WARRANTY PERIOD: 15 Years

WARRANTY NUMBER: 215169

OWNER: City of Laredo, TX

ADDRESS: 1110 Houston Street, Laredo, TX 78040

BUILDING: Utilities Building – Roofs: A, B, C & D

ADDRESS: 5816 Daughtery Avenue, Laredo, TX 78041

ROOF AREA: 23,917 Square Feet

DATE OF JOB COMPLETION: February 7, 2025

ROOFING SYSTEM: TremLock T-238

INSTALLATION CONTRACTOR: JJ Flores Roofing & Sheet Metal Co.

ADDRESS: 1810 Aguila Azteca Drive, Laredo, TX 78043

SERVICE YEAR: In year two, year five and year ten of this Warranty.

Tremco CPG Inc. ("Tremco") hereby warrants to the Owner identified above (the "Owner") that, during the Warranty Period identified above (the "Warranty Period") and subject to the terms, conditions, and limitations stated herein, Tremco will repair roof leaks on the Roofing System identified above (the "TRS", as further defined below) that has been installed on the Building identified above (the "Building") that were caused by defects in workmanship or material of the TRS at no charge to the Owner. TRS is further defined as the weatherproofing assembly and its components, which includes the following: membrane, insulation, flashings, all sheet metal related details, and termination details as specified by Tremco. The Warranty Period begins on the Date of Job Completion identified above.

Tremco will also provide the Roof Inspection Services and General Rooftop Housekeeping Services as set forth in Section A to the Owner during the Warranty Period to assist the Owner in properly maintaining the TRS and in maximizing its useful life and performance. All such services provided by Tremco will be performed in a good and workmanlike manner in accordance with good roofing practices. Any such services provided by Tremco that do not meet these standards will be corrected at no charge to the Owner

A. SERVICES: ROOF INSPECTION AND GENERAL ROOFTOP HOUSEKEEPING

One time during every Service Year identified above (a "Service Year") that occurs during the Warranty Period, Tremco shall provide to the Owner the roof inspection services ("Roof Inspection Services") and general rooftop housekeeping services ("General Rooftop Housekeeping Services") on the TRS, in each case, that are set forth below. (If the Owner has purchased a TremCare Service Agreement in addition to this Warranty, the Roof Inspection Services and General Rooftop Housekeeping Services, as well as the roof inspection reports contemplated by Section B, will be carried out in accordance with the TremCare Service Agreement.)

1. Roof Inspection Services shall consist of the following:
 - a. Visual inspection of the roof membrane and roof surface conditions.
 - b. Visual inspection of the flashing systems including the metal edge system, base flashings on equipment and adjoining walls, counterflashing and termination details, soil stacks and vents, and rooftop projections such as pitch pans, HVAC equipment, skylights and access hatches.

2. Roof Inspection Services do not include:
 - a. Inspection for internal or latent water damage or mold growth.
 - b. Detection or identification of mold or other latent conditions.
 - c. Any core cuts or other testing or analysis beyond visual inspection.
 - d. Any other services not expressly set forth under Section A1.

3. General Rooftop Housekeeping Services shall consist of the following: Removal of incidental debris (such as leaves, branches, paper and similar items) from the roof membrane and drainage areas. All debris will be disposed of at the Owner's approved on-site location and disposal is the sole responsibility of the Owner.

4. General Rooftop Housekeeping Services do not include:
 - a. Removal of items such as obsolete HVAC components, any construction materials left by other trades, or other equipment or tools left on the roof by the Owner or third parties.
 - b. Removal of chemical or other manufacturing or industrial pollution and discharge.
 - c. Any other services not expressly set forth under Section A3.

B. ROOF INSPECTION REPORTS

Tremco will provide roof inspection reports to the Owner based upon the Roof Inspection Services provided in accordance with Section A. The reports shall become part of the roof database maintained on the TRS. Roof inspection reports will not address the presence of water damage to any building components other than the TRS nor the presence of mold.

C. OWNER'S RESPONSIBILITIES

Tremco does not assume possession or control of any part of the installed TRS or Building identified above through this Warranty or otherwise. Once payment for the TRS and its installation is made in full, control and ownership of the TRS are solely with the Owner, and the Owner is responsible for compliance with all applicable federal, state and local laws, ordinances, rules and regulations. The Owner is solely responsible for all repair, maintenance, rooftop housekeeping and other work with respect to the TRS and the Building, except as expressly stated otherwise in this Warranty. This Warranty and the Roof Inspection Services and General Rooftop Housekeeping Services described above do not eliminate or replace the Owner's responsibility for following good roofing practices during the Warranty Period, such as keeping effluent and debris from the roof surface. If scheduled cleaning is insufficient to maintain the roof integrity, the Owner must pay for additional cleaning/inspections or assume responsibility for such cleanings. The Owner agrees that all debris on or removed from the roof is the sole property of the Owner, and it is the sole responsibility of the Owner to properly dispose of said debris.

The Owner shall, at all times, exercise reasonable care in the use and maintenance of the TRS. In order to protect its investment in the TRS, the Owner must fulfill its responsibilities as outlined in the Owner's Manual. Lack of care and maintenance, and the Owner's failure to comply with the care and maintenance guidelines, can have significantly damaging effects on the TRS's overall performance and is cause for cancellation of this Warranty. Tremco shall not be responsible for damages or repairs caused or necessitated by the Owner's failure to perform routine maintenance, necessary repairs or rooftop housekeeping or to fulfill its responsibilities as outlined in the Owner's Manual.

Care and maintenance guidelines include, but are not limited to:

- * Regular ongoing inspection by the Owner between inspections by Tremco - this will facilitate implementation of good rooftop housekeeping practices by the Owner and early detection of problems such as any physical damage.
- * Verification that no alterations, unauthorized repairs, or repairs by anyone other than Tremco have been made to the TRS.

If alterations to the Building's roof (including but not limited to the TRS) are being considered, the Owner must notify Tremco in order for the proper authorized follow-up to be completed. Any alterations, unauthorized repairs or repairs by anyone other than Tremco to the TRS will automatically terminate, cancel and void this Warranty.

As an express condition precedent to any claims under this Warranty, the Owner shall report all leaks which occur in the TRS within the Warranty Period identified above by contacting Tremco at 1-800-422-1195, followed by written notice to Tremco CPG Inc. at 3735 Green Road, Beachwood, Ohio 44122, as soon as possible (however, in no event more than 30 days), in each case, after leakage is or should have been discovered. In no event is Tremco responsible for any repairs to any part of the Building other than the TRS. The liability and expense for such repair to any part of the Building other than the TRS is with the Owner. If a leak is not within the coverage of this Warranty, Tremco shall advise the Owner, and the Owner shall have repairs performed within 30 days according to Tremco specifications by a Tremco certified or approved applicator and upon written approval of such repairs and applicator by Tremco. The Owner shall notify Tremco prior to the commencement of, and following completion of, such repairs. Tremco reserves the right to charge the Owner in connection with responding to and inspecting building leaks that are not covered by this Warranty, including without limitation building leaks through windows, HVAC units, walls or other building components that are not part of the TRS. Such charges will be at Tremco's standard rates then in effect and the Owner agrees to pay such charges on a net 30-day basis from the date of invoice. The Owner agrees to provide Tremco with unrestricted ready access to the TRS and all areas of the building on which the TRS is located.

D. WARRANTY EXCLUSIONS

This Warranty does not cover any leaks or damage or failure of the TRS or any part thereof caused in whole or in part by any of the following:

1. Natural or accidental disasters including, but not limited to, damage caused by lightning, hailstorms, floods, winds of 74 mph or greater, hurricanes, tornadoes, earthquakes, fire, vandalism, animals, penetration of the membrane, or chemical attack by outside agents.
2. Use of materials not specified by Tremco, or repairs to the TRS that are not approved in advance in writing by Tremco.
3. Any intentional or negligent act on the part of the Owner or any third party including, but not limited to, abuse, misuse, traffic, or storage of or discharge of materials or effluent on the roof.
4. Distortion, expansion, or contraction of the TRS caused by faulty original construction or design of building components or failure of building components such as parapet walls, copings, chimneys, skylights, vents or roof deck.
5. Lack of positive, proper, or adequate roof drainage or ponding water conditions.
6. Change in building usage without prior written approval from Tremco.

Removal of chemical or other manufacturing or industrial pollution and discharge is the sole responsibility of the Owner and is expressly excluded from coverage under this Warranty.

Under no circumstances will Tremco be responsible for removal, repair or replacement of any system or component that is not part of the TRS including, but not limited to, overburden materials of any kind, hardscape, irrigation systems, weather station, lighting, lightning protection systems, walkways, pavers, decorative stone, glass, solar, mechanical or electrical systems, water features, artwork, telecommunications systems, security systems and railings.

This Warranty does not include extensive roof repairs, recoating, restoration or roof replacement unless those steps are determined by Tremco to be necessary in order to maintain compliance with the express terms of this Warranty. The Owner will be advised of any extensive repairs required and whether such repairs are covered under this Warranty prior to those repairs being undertaken. To the extent such repairs are not covered by this Warranty, Tremco will invoice such work at its standard rates then in effect, and the Owner agrees to pay charges for such work on a net 30-day basis from the date of invoice.

E. WARRANTY LIMITATIONS

Tremco shall have no responsibility and/or liability under this Warranty until all bills for installation, supplies and services sold in connection with the TRS and the bill for this Warranty have been paid in full. The Owner's rights under this Warranty are specific to the Owner and are not assignable or transferable without prior written consent of Tremco. Tremco's obligations under this Warranty may be voided by Tremco based on: (i) any of the events described in Section D, (ii) the failure of the Owner to comply with its obligations described in this Warranty such as payment of all bills related to the TRS and its installation, proper TRS care and maintenance, leak reporting and the obligations described in Section C, (iii) repairs, alterations, penetrations of or attachments to the TRS without the prior written approval of Tremco, or (iv) building settlement, deterioration, cracking or failure of the roof deck, coping or parapet walls, or infiltration or condensation of moisture in, through or around walls, copings, underlying structure, hardware or equipment. Tremco will be excused from

performing under this Warranty if prevented or delayed by events not within its control, including events such as floods, fires, accidents, riots, acts of terrorism, wars, explosions, governmental order, acts or omissions of contractors or other third parties, inability to access the TRS, etc.

F. EXTENDED OR RENEWED WARRANTY OPTION

The TRS you have purchased may be eligible for warranty extension, or renewal after expiration, beyond the Warranty Period identified above. Often, extension of the existing Warranty Period can be a very cost effective option and may be preferable to allowing the warranty to expire, particularly for Owners with multiple facilities who may not want those buildings coming out of warranty coverage at or about the same time. It is Tremco's practice to contact Owners regarding our warranty and renewal options at or about 60 days prior to warranty expiration. We also invite Owners to contact their Tremco Sales Representative at any time to discuss the applicable terms, conditions and eligibility for such an extension or renewal.


G. OTHER TERMS

THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, OBLIGATIONS OR AGREEMENTS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED. THIS WARRANTY IS IN LIEU OF ANY AND ALL RIGHTS OR REMEDIES AGAINST ANY PERSON OR ENTITY UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE WITH RESPECT TO THE SALE OF GOODS AND/OR SERVICES. THE REMEDIES AND OBLIGATIONS STATED IN THIS WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES OF AND OBLIGATIONS TO THE OWNER FOR ANY AND ALL MATTERS ARISING WITH RESPECT TO OR IN ANY WAY CONNECTED WITH THE TRS, OR ITS COMPONENT PRODUCTS, OR ANY GOODS OR SERVICES RELATED THERETO, REGARDLESS OF THE SOURCE OR PROVIDER OF SUCH GOODS OR SERVICES. THE OWNER SHALL PROVIDE WAIVERS OF SUBROGATION UPON REQUEST. NO REPRESENTATIVE OF TREMCO OR ANY EMPLOYEE, AGENT OR AFFILIATED COMPANY ("AFFILIATE") HAS AUTHORITY TO VARY OR ALTER THESE TERMS WITHOUT THE EXPRESS WRITTEN PERMISSION OF A TREMCO OFFICER. IN NO EVENT SHALL TREMCO OR ANY AFFILIATE BE LIABLE FOR ANY DAMAGE TO THE BUILDING ITSELF (OTHER THAN THE TRS SOLELY TO THE EXTENT EXPRESSLY PROVIDED FOR IN THIS WARRANTY), THE CONTENTS OF THE BUILDING, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. NEITHER TREMCO NOR ANY AFFILIATE SHALL BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY.

Notwithstanding anything in any surety bond or other applicable contractual documents to the contrary, it is expressly understood and agreed by the parties, and anyone asserting a claim pursuant to this Warranty, that the liability of any surety under any performance, maintenance, warranty or other bond relating to the project involving the Building or the TRS, as well as the obligations and/or liabilities also covered by this Warranty shall be limited to a one-year period, which shall begin when the customer accepts delivery or makes final payment in accordance with the terms of the applicable contract, whichever occurs first. All Warranty claims against any surety are irrevocably waived and released unless all notices are delivered in accordance with the express terms of this Warranty and any applicable bonds, and suit is commenced against the surety in a court or other tribunal of competent jurisdiction within such one-year period. Tremco, its successors and/or assigns shall honor and be solely responsible for the balance of the Warranty Period (if any) in accordance with the terms of this Warranty.

The Owner agrees that this Warranty, and the services and remedies set forth herein, are exclusive, and there are no other warranties between the Owner and Tremco or any of their respective affiliates. Any unresolved issues under this Warranty shall be submitted to the exclusive jurisdiction of the courts of Cuyahoga County, Ohio. The terms, conditions, interpretation and enforcement of this Warranty shall be governed by Ohio law, without regard to any conflict of laws principles.

TREMCO CPG INC.

By: 

Title: Warranty Administrator

Date: February 24, 2025