

## Making an Informed Decision

Warranties are an integral part of the current roofing market. A manufacturer or a contractor who does not offer a warranty or a guarantee would be hard pressed to receive any business. Understanding warranties should be a prerequisite to deciding on a type of roof system.

### Roofing & Warranty History

Built-up roof systems have been developed, researched, and applied for over a century. This long process has allowed the quality and the understanding of the system to become fully realized. Many manufacturers can provide a very accurate life cycle picture for their systems.

Single-ply systems, however, were developed during the 1970's. This relatively recent addition to the roofing arena boasts many different materials, components, and procedures. The manufacturers of these systems first began offering warranties on their systems as a marketing tool. Up until this point, most manufacturers had offered a roofing bond with the built-up systems. These bonds operated more along the lines of a maintenance contract.

The introduction of the warranty was successful in pro-

moting the new systems, with many building owners installing the single-ply systems. Originally warranties had a five-year duration, were based on product quality, and were a good faith measure intended to promote product confidence.

The warranty, however, soon began to change. Different manufacturers began offering longer warranties with greater coverage. The warranty became a hard-core marketing tool with manufacturers competing to offer the longest, most extensive warranty. The warranty was no longer based on product quality but became market driven, often lacking the appropriate technical research or documentation.

Another change in warranties also occurred. Originally the warranties had followed normal American commercial warranty procedure where the warranty covered the original cost of the product minus the predictable depreciation. Due to the demands of competition, however, many manufacturers began to provide a full replacement of the roof at the current cost (NDL), as long as a roof was still under warranty (in theory, anyway).

These long-term warranties have had traumatic effects on the financial health of some manufacturers, including the liquidation of certain divisions, leaving the industry, and even bankruptcy. This trend has left many owners with a problem roof and an ineffective warranty. To date, there have not been enough significant changes in the way warranties are handled to expect that this trend will stop in the near future.

### Warranty Limitations

One important thing to remember about warranties is that there is a large section of fine print, explaining the limitations of

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**Product or system covered** – Delineation of the manufacturer's products or systems covered in the warranty

**Scope of coverage** – Usually either *material and workmanship* or *material only*

**Nature of the remedy** – Action the manufacturer will take in the event that there is a problem

**Length of coverage** – Number of years for which the manufacturer will honor the warranty

**Monetary limitations** – Whether the warranty contains monetary limitation of the manufacturer's obligation

**Notification requirements** – Time frame in which the owner must notify the manufacturer regarding a problem or leak

**Wind coverage** – Conveys the manufacturer's policy in regard to damage caused by wind; includes wind speeds

**Consequential damages** – Indicates whether consequential damage resulting from a roof leak is covered, usually not

**Warranty applicability** – Delineates who has the right to determine if a leak is covered or excluded, manufacturer or neutral

**Exclusions from coverage** – List of causes of leakage which are not covered by the warranty

**Conditions which void the warranty** – List of conditions or actions which null and void the warranty

**Cost to obtain** – Amount the manufacturer charges to obtain the warranty, usually on a per-square foot basis

**Assignability** – Denotes whether warranty can be transferred or if any special permission needs to be obtained

the warranty. Many roof warranties do not actually ensure that the roof system will not leak. They simply state that the manufacturer will repair the leaks when they occur. There are several types of warranties, which will determine what kind of repair coverage an owner should expect. Most comprehensive warranties that cover material and workmanship generally provide only that the manufacturer will repair leaks that result from specific causes enumerated in the warranty. Even worse, a material-only warranty only specifies that the manufacturer provide replacement material. Total system warranties are not necessarily the answer. Although major manufacturers will warrant systems which include materials from other manufacturers, many times this leads to disputes between the manufacturers when problems arise. The more significant the problem, the more difficulty the owner will have in getting the situation resolved under the warranty, even to the point of requiring legal intervention and interpretation.

Within the fine print of warranties, there are restrictive conditions listed which significantly limit the manufacturer's liability and the consumer's remedies in the event that problems develop. There are also numerous other restrictions and limitations. The fine print includes a vast number of exclusions from coverage and even a significant number of conditions that will make the warranty null and void. These conditions often include the failure to use reasonable care in maintenance or the failure to notify the manufacturer within a prescribed time of the discovery of a leak. The exact list of exclusions or conditions for

each warranty are often very stringent and in many cases will actually protect the manufacturer to a greater extent than they protect the owner.

It is vital for an owner to be aware of these conditions and exclusions on each warranty or guarantee they hold. One important responsibility, after proper maintenance, is the owner must notify the manufacturer of any changes in the building usage or additions and renovations done which affect the roof. The manufacturer will need to provide written approval and may even require the use of an approved contractor. During this process, it is vital for the owner to maintain a complete paper trail of all roofing concerns. If any questions arise, it is also very important for the owner to receive written clarification from the manufacturer.

In the roofing arena, owners usually base their decision first on price, then on warranty, and finally on quality. This decision-making process, however, contains several flaws. An owner should first base their decision on quality, then on price and finally on the warranty. With a quality product, the owner should never have to use the warranty.

This statement is supported by the National Roofing Contractors Association, who included in their Consumer Bulletin, "The length of a roofing warranty should not be the primary criterion in the selection of a roofing product or system because the warranty does not necessarily provide assurance of satisfactory roofing performance. The selection of a roofing system for a particular project application should be based upon the product's quality and suitability for the prospective construction project. A long-term warranty may be of little value to a consumer if the roof does not perform satisfactorily and the owner is plagued by leaks. Conversely, if the roof system is well-designed, well-constructed, and well-manufactured, the expense of purchasing a warranty may not be necessary."

**Conclusion**  
In conclusion, although warranties can be a reassuring way to protect your investment, they are not as valuable as installing a high-quality system originally. A long-term warranty is not an all-inclusive insurance policy designed to cover virtually any roofing problem. The limitations, restrictions, and requirements of a warranty can cause the owner an undue amount of added stress and hassle. A quality product holds a higher value than a long warranty. At the end of the day, the best warranty is one you never need to use. ■

## THE FINE PRINT...

Natural disasters and acts of God

Hail

Acts of negligence, abuse or misuse, accidents, vandalism, war, etc.

Damage by structural failure, settlement, movement, etc.

Failure of material not supplied by the manufacturer

Repairs or alterations of roof without prior approval of manufacturer

Defects in or failure of any underlying surface

Change in use of building without prior written approval

Traffic or storage of materials on roof

Moisture entering roof system through any part of building structure

Damage resulting from lack of positive, proper or adequate drainage - ponding on roof

Negligence of owner to use reasonable care in maintenance of roof or to use manufacturer's maintenance specifications

Fire

Faulty construction or design of building

Contaminants

Environmental fallout

Misapplication of materials

Abnormal climatic conditions

Falling objects

Vegetation

...and the list continues...

### *Conditions which Void the Warranty*

Lack of inspection at time of application

Repairs, alterations and additions without prior approval of manufacturer

Failure of owner to pay all bills for installation and materials

Failure to notify within specified time frame of transfer of ownership

Failure to submit completed inspection report

Failure to comply with terms and conditions of the warranty

Failure to notify manufacturer within prescribed time of discovery of leak

Owner's failure to execute the warranty

Change in building usage affecting roof membrane

Assignment of warranty without written approval of manufacturer

Lack of validation by manufacturer

Failure of owner to make repairs to leaks not covered by manufacturer's warranty

Repair work by any unapproved contractor

Roof is used as a promenade or work deck

Roof is flooded

Membrane or materials not applied according to manufacturer's specifications

Failure to repair damaged roof within specified time period

...and the list continues...

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