

# Topps® Products, Inc.

## Supplemental ToppCare+™ Policy

### Limited Warranty Application & Agreement

#### OVERVIEW

Coverage includes all Topps® products sold and furnished exclusively for use on specified industrial, commercial, or institutional buildings.

#### LIMITED WARRANTY

Topps® Products, Inc. (hereafter referred to as "Topps") warrants to the original purchaser that in the event purchaser experiences any leak due solely to product defect within the warranty period, after complete coverage of products according to directions, Topps shall furnish F.O.B. closest warehouse sufficient free Topps materials to repair said leak in accordance with this warranty. For any and all other situations, including but not limited to vandalism, foot traffic, changes in the building, building movement, required maintenance, improper installation, acts of God or any other condition over which Topps has no control, Topps Products, Inc. agrees to provide materials at a preferential fifty percent (50%) discount from the published Topps Products, Inc. List Price current at time of such need.

#### EXCLUSIVE REMEDY

In the event any leak occurs due solely to product defect within \_\_\_\_ years of the date of this policy and after 90 days of product application, Topps agrees to provide necessary replacement material at no charge to repair the leak. At no time shall the purchaser be entitled to a refund or replacement exceeding the original amount paid Topps for materials.

All of the terms and conditions of this agreement are stated on the front and reverse sides of this form. There are no other contracts, promises or understandings, written or spoken in addition to those stated in this agreement, with exception of the Topps Materials Order form. This agreement cancels and takes the place of any other agreement or understanding between buyers and Topps. This represents Topps' complete responsibility and exclusive warranty to buyer. The buyer's sole and exclusive remedy, whether based upon warranty, contract, or negligence will be solely to proceed under the terms of this warranty/policy.

Any building modifications made, traffic to the rooftop not previously authorized in writing by Topps, or damages to the building after initial inspection for warranty coverage will invalidate this warranty.

**THIS CONTRACT IS ENTERED INTO IN THE STATE OF KANSAS AND IS TO BE CONSTRUED AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF KANSAS.**

If any provision of this contract violated any applicable laws, then such provision is stricken with all other provisions herein remaining in full force and effect.

#### EXCLUSIONS

Any building modifications made, traffic to the rooftop not previously authorized in writing by Topps, damages to the building after initial inspection for warranty coverage, or the conditions listed below will invalidate the free material portion of this limited warranty.

- Defective design, construction or installation of the roof deck and roof accessories including, but not limited to, vents, drains, curb units or other roof components;
- Alteration of or tampering with the Topps roofing material prior to or after its application, including acts of willful misconduct and/or vandalism;
- Natural disasters and acts of God, including but not limited to, floods, lightning, tornadoes, hurricanes, earthquakes, hail and full gale-force winds as described by the Beaufort scale, or condensation;
- Installations, alterations or repairs made to heating, cooling, electrical, mechanical or plumbing structures, fixtures and equipment;
- Chemical attacks on the rubber substrate component of the Roofing System, including nonevaporative oils, caustic fluids and industrial solvents;
- Settlement, movement or defects in the building, walls, foundations, roof deck or materials used as a roof base over which the Topps Roofing System was applied;
- Improper installation of the Topps Roofing System;
- Failure of owner to exercise reasonable care in the routine maintenance of the roof and building, such as removing debris from gutters and downspouts as necessary;
- Pooling of water on or the absence of positive drainage within the warranted roof area;
- Skylights, gutters of all types (including but not limited to valley gutters, internal gutters, and eave gutters).

#### REGISTRATION FOR WARRANTY COVERAGE

Only Topps materials sold for commercial/industrial jobs shall be eligible. The completed Policy Application and Agreement must be received by Topps Products, Inc. U.S.A. Headquarters at least 14 days prior to commencing work. Coverage shall go into effect only after complete installation of the specified Topps System according to the appropriate Topps Installation Guide.

Continued to other side

Buyer's Initials \_\_\_\_\_

(Cont'd)

**CONTINUOUS COVERAGE**

Once installed, the roofing materials shall be inspected each and every April and October by (a) an Authorized Applicator or (b) others acting independently on behalf of the owner. The Owner shall be responsible for having the aforementioned inspections performed and written Roof Inspection Reports resulting from those inspections, written in the form provided by Topps, submitted to Topps in person or by registered mail within seven (7) days of each inspection. The Owner shall also be responsible for the discovery, maintenance and repair of normal wear and tear and all non-covered repairs, including, but not limited to, damage caused by lightning, hail and/or ice, excessive weight loads and/or severe winds; or failure to clean and maintain drains and gutters, to remove rooftop debris, to refill pitch-pans, and to keep flashings, walls, skylights, rooftop equipment and any other item in contact with the roofing materials in good repair so as to not cause harm to the roofing materials. The Owner shall not apply or install any additional materials or chemicals to the warranted roofing materials without Topps' prior written consent. Topps™ shall be granted reasonable access to the roof for inspection purposes at any time during normal business hours. **THE OWNER ACKNOWLEDGES THAT THE REQUIREMENTS AND CONDITIONS LISTED IN THIS PARAGRAPH ARE CONDITIONS PRECEDENT TO THE VALIDITY AND ENFORCEMENT OF THIS WARRANTY AND SHOULD THE OWNER FAIL TO COMPLY WITH AND SATISFY ANY AND ALL REQUIREMENTS OF THIS PARAGRAPH, THIS WARRANTY MAY BE, UPON TOPPS' DISCRETION, VOIDED IN ITS ENTIRETY.**

**To Make a Claim**

Written notice of any claim must be delivered to Topps headquarters by registered mail within fifteen (15) days of discovery and in no event beyond the warranted time. Written notice must be sent to the following address:

Topps Products, Inc.  
Executive Offices  
7200 W. 132<sup>nd</sup> Street  
Overland Park, Kansas 66213 USA

The notice must be accompanied by the following documentation:

- 1. Complete description reciting the nature and details of the claim, and the date the cause of the claim was first observed.
- 2. Photographs of the affected area.
- 3. A copy of this side of this form clearly showing the registration number (Policy #).

**Limitations on Warranty and Liability**

**THIS WARRANTY IS LIMITED TO REMEDIAL MATERIALS TO REPAIR LEAKS. THE TOPPS LIABILITY DOES NOT INCLUDE LOSS OF USE OR DAMAGE TO BUILDING OR CONTENTS AND DOES NOT IN ANY CASE COVER CONSEQUENTIAL LOSS, OR LOSS OF INCOME, OR ANY OTHER DAMAGE ARISING OUT OF OR IN CONNECTION WITH PRODUCT USE, APPLICATION, REPAIR OR PERFORMANCE.**

Buyer's Initials

**INSTALLER IS AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OR AGENT, EXPRESS OR IMPLIED, OF TOPPS. WARRANTY OF DEFECT DOES NOT APPLY TO DAMAGE OR REPAIR ARISING FROM STRUCTURAL DEFECTS IN THE BUILDING, OR FROM STRUCTURAL OR BUILDING MOVEMENT OF ANY KIND, MISUSE OF THE TOPPS PRODUCTS OR IMPROPER INSTALLATION. DUE TO THE VARYING CONDITIONS OF ROOFS THAT ARE BEYOND TOPPS' CONTROL, ALL FURTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR PRODUCT FITNESS FOR A PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. THIS LIMITED WARRANTY/POLICY IS NOT TRANSFERABLE.**

This \_\_\_\_ Year Supplemental ToppCare+™ Policy is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Topps® Products, Inc., 7200 W. 132<sup>nd</sup> Street, Overland Park, Kansas 66213, and Purchaser, who is the owner of the building to which the coating is to be applied, and goes into effect on the date above, immediately upon acceptance as signified by signature of Topps at their Overland Park, Kansas headquarters.

This policy # \_\_\_\_\_ is provided on a no fee basis covering \_\_\_\_ squares of roof surface, and in consideration of Purchasers purchase of Topps products. It covers Topps materials only, specifically for use at the building located at the following address:

\_\_\_\_\_  
*Facility Name/Building Owner*

\_\_\_\_\_  
*Facility Address*

\_\_\_\_\_  
*City, State, ZIP*

Coverage only becomes effective when Topps product has been properly installed and Topps has been paid in full for materials by the original buyer according to the terms of the Topps order form. Topps is not liable for any delay in delivery, or failure to deliver, where the delay is caused by an act of God, or any other cause beyond the reasonable control of Topps.

**BY SIGNING THIS LIMITED WARRANTY/POLICY AGREEMENT, PURCHASER UNDERSTANDS AND ACKNOWLEDGES ACCEPTANCE OF ITS CONDITIONS. THIS GIVES YOU SPECIFIC RIGHTS AND YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR STATE LAW.**

By Building Owner/Purchaser

\_\_\_\_\_  
Signature/Title Date

\_\_\_\_\_  
Printed Name/Title

By Topps Products, Inc.

\_\_\_\_\_  
President Date