



## duKe FlexShield® TPO Roofing Membrane

### 20-Year Limited Material-Only Warranty

**THIS LIMITED WARRANTY** is issued by **duKe Roofing Products** and applies solely to the duKe FlexShield® TPO Roofing Membrane.

#### 1. LIMITED WARRANTY COVERAGE

Subject strictly to the terms, conditions, exclusions, and limitations set forth herein, Manufacturer warrants that the Product, when properly stored, handled, and installed in full compliance with Manufacturer's published specifications, technical bulletins, and written installation instructions, shall be free from **manufacturing defects** that result in premature failure of the Product due solely to defective materials, including:

- Cracking
- Splitting
- Tearing
- Premature deterioration caused exclusively by manufacturing defects

This Warranty applies **only to the roofing membrane material itself. NO LABOR WARRANTY IS PROVIDED.**

## 2. WARRANTY TERM

The warranty period shall be **twenty (20) years** from the **original date of purchase**, as evidenced by valid proof of purchase acceptable to Manufacturer.

## 3. MANUFACTURER'S SOLE AND EXCLUSIVE OBLIGATION

If, during the warranty period, the Product is determined by Manufacturer, in its sole discretion, to be defective due to a manufacturing defect covered under this Warranty, Manufacturer's **sole and exclusive obligation**, and the Owner's **sole and exclusive remedy**, shall be limited to **one** of the following, at Manufacturer's sole discretion:

- Repair of the defective Product; or
- Replacement of the defective Product with new duKe FlexShield® TPO roofing membrane or a functionally comparable product; or
- Refund of the original purchase price of the defective Product, which may be **prorated** based on the length of time the Product has been in service.

Under no circumstances shall Manufacturer be responsible for labor costs, removal costs, reinstallation costs, disposal fees, freight, overhead, profit, or any other related expenses.

## 4. EXCLUSIONS AND LIMITATIONS

This Warranty does **not** cover damage, failure, or loss resulting from or caused by:

- Improper installation or failure to comply with Manufacturer's installation instructions
- Use of unapproved or incompatible materials, accessories, or components
- Structural movement, building settlement, substrate failure, or design defects
- Acts of God, including but not limited to hail, hurricanes, wind events, tornadoes, lightning, floods, earthquakes, fire, or other natural disasters
  - Abuse, misuse, neglect, vandalism, or accidental damage
  - Chemical exposure, contamination, or environmental pollutants
    - Ponding water or inadequate drainage conditions

- Excessive or abnormal foot traffic
- Unauthorized repairs, alterations, or modifications
- Normal weathering, aging, surface discoloration, or aesthetic changes that do not affect the Product's performance

## 5. WARRANTY CLAIM PROCEDURE

As a condition precedent to coverage under this Warranty, the Owner must:

1. Provide written notice to Manufacturer within **thirty (30) days** of discovery of the alleged defect;
2. Submit valid proof of purchase and installation documentation;
3. Permit Manufacturer reasonable access to inspect and evaluate the Product.

Manufacturer reserves the right to require Product samples for testing and shall have the exclusive authority to determine whether a claimed condition constitutes a covered manufacturing defect.

## 6. TRANSFERABILITY

This Warranty is **non-transferable** and applies only to the original purchaser of the Product, unless expressly approved in writing by an authorized representative of Manufacturer.

## 7. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, MANUFACTURER MAKES **NO OTHER WARRANTIES**, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE **DISCLAIMED** TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 8. LIMITATION OF LIABILITY

IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS, OR DAMAGE TO THE BUILDING OR ITS CONTENTS, REGARDLESS OF THE THEORY OF LIABILITY.

## 9. GOVERNING LAW

This Warranty shall be governed by and construed in accordance with the laws of the state in which the Product was originally purchased, without regard to conflict-of-law principles.

**Manufacturer:** duKe Roofing Products

**Product:** duKe FlexShield® TPO Roofing Membrane

**Warranty Term:** Twenty (20) Years – Material Only

FOR CLAIMS: EMAIL NAME, PHONE NUMBER, STATE AND BASIC CLAIM DETAILS  
TO: [info@dukeflexshield.com](mailto:info@dukeflexshield.com)