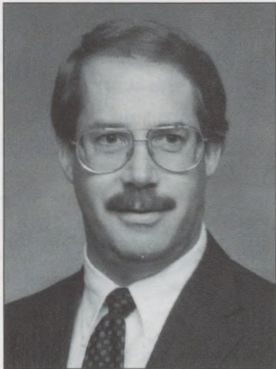


# Roof Membrane Warranties: Who Needs Them?

By Robb G. Smith, RRC, RRO



Robb Smith

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I'm sure that, at one time or another, you've had an owner or client say to you, "I need a 10-year warranty on this new roof." Whatever your response, the statement may have raised some interesting questions. What brought about roof warranties anyway? Why has the warranty become such a key point of owners' reroofing requirements? What do warranties really provide the owner?

Prior to 1975, the roof designer had few decisions in selecting a roof membrane. Those were the good old days when, if the roof slope was less than 3 inches per foot, about the only choice was a built-up roof (BUR). If you were designing a flat roof (less than 1/8 inch per foot), the choice got a little tougher: asphalt or coal tar pitch?

Meanwhile, roofing felt was in the midst of what was to become a significant change from organic and asbestos to fibrous glass. Some brave and forward-thinking specifiers began listening to one or two manufacturers who touted the advantages of fibrous glass

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felt over the old standards asbestos and organic felt. The major felt manufacturers of the time were well known: Johns-Manville, Koppers Industries, Celotex, Certainteed, and Flintkote. Their business was pretty certain, short of typical fluctuations in the economy; buildings would always need a roof, and this handful of companies manufactured virtually all of the roofing materials.

So, what happened in the mid-70's to change all of this? Just a major change in availability of one key component: asphalt. Many of you will remember that, in 1973, the Organization of Petroleum Exporting Countries (OPEC) created an embargo which restricted the availability of crude oil. While the *immediate* effect of the embargo was the short-term doubling of the cost of materials for a commonplace asphalt BUR, the more significant, *long-term* effects were seen in the flood of single-ply and modified bitumen membranes which poured into the U.S. from European manufacturers once the market had opened for them. From that point forward, commercial roofing in the U.S. and around the world would be markedly changed.

Not only did OPEC's embargo affect the price of roofing materials, but it induced a change in building construction practice. Energy efficiency became a key phrase with large property owners and their designers.

Building codes began requiring a more energy-efficient building envelope. This necessitated the development and use of high R-value insulation which often was placed above the roof deck, directly under the roof membrane.

These newer thin, flexible membranes frightened a lot of professionals, both designers and contractors. How could 45 mils provide all the security and protection for 20 years that a four-ply BUR did? This question grew to become a major obstacle for single-ply growth in the 70's.

Their solution: Warranties. Warranties have become intertwined with the selection of most roof membranes today. But do they really offer protection to the owner?

It was single-ply membranes which ushered in a whole new era in the roofing business. You may have heard a line that went something like this: "Mr. Jones, you don't have to worry about *anything*. Our company guarantees that the roof won't leak for ten years." You might recall that Lee Iacocca said something similar in the 1980's when he took over Chrysler Corporation. Remember the 7-year, 70,000 mile warranties? He sold a lot of cars that way.

Because so many roof designers and building owners *still* specify a roof solely by the number of years or length of its warranty, I think it is important to spend at least some time discussing the marketing of warranties. *Webster's Unabridged Dictionary* defines a warranty this way: In law, a guarantee; specifically, a guarantee or an assurance, explicit or implied, of something having to do with a contract, as of sale; especially, the seller's assurance to the purchaser that the goods or property is or shall be as represented. Webster further defines a guarantee as "a pledge or assurance; specifically a pledge that something is as represented and will be replaced if it does not meet specifica-

tions.”

The marketing of warranties usually follows along the lines of this definition. However, real world experience differs from manufacturer to manufacturer and many seeking satisfaction on behalf of a client have met head-on with a wall of frustration.

This is not to say that all roofing manufacturers’ warranties are alike. A few warranties are pretty straightforward and simple, and the manufacturer will in fact remedy the problem. Some manufacturers actually do more than the warranty requires. However, most of the warranties in the industry today are principally designed to protect the manufacturer from loss.

If you or your client insists on a warranty, then I hope you will at least remember this bit of advice: Read and understand and, if necessary, question all the conditions and exclusions contained in the manufacturer’s warranty *before* you accept its materials for your project. If you must require a membrane manufacturer’s warranty in your project, have acceptance of all warranty conditions as part of the criteria before the material will be accepted as equal. This is even more important in the public sector where all similar products seem automatically to be deemed equal. (I won’t get started on the topic of specifying roofing products in the public sector, as that’s an entire article by itself.)

I always advise my clients to obtain legal counsel on all warranty documents. A warranty is first and foremost a legal document, and a lawyer should be the primary person to render an opinion on a legal document. This way, you as the specifier are afforded some protection from being the sole decision maker in accepting the roof system, particularly if the owner is set on a specific warranty term — say 10 years, 15 years, 20 years, or whatever might be dreamt up.

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fiers continue to acknowledge, promote, and require roofing manufacturers’ warranties in our projects, manufacturers will continue to promote them as a key benefit in their sales effort. We may not be able to make warranties go away, but we can encourage the less responsible manufacturers to provide better protection and positive actions when there is a problem.

### **Know What the Warranty Doesn’t Cover**

Make it your job to find out the following about any prospective warranty:

1. Is it a “material only” warranty in which installation defects are not covered?
2. Who determines the cause or source of a problem? Many warranties give the manufacturer the exclusive right to determine applicability.
3. Does the warranty include membrane color fading?
4. Does it exclude implied and express warranties established by the Uniform Commercial Code (UCC)?
5. What will the manufacturer do if there is a problem? Many will only repair the leak. What about damaged insulation or decking?
6. Is there any coverage of consequential damages such as damaged inventory or production space?
7. Does the warranty include all the roofing components? Is it a system warranty? Is the system clearly

defined, listing all specific components covered?

8. How long does the owner have in order to notify the manufacturer? Some manufacturers allow only 10 days.
9. What is the maximum wind speed permitted by the warranty? “Gale” force winds are said to start at 32 mph. Is that realistic, or should the number be 72 mph?
10. What are the specific exclusions? Are they reasonable? Here are some typical exclusions:
  - a. Hail.
  - b. Abnormal climatic conditions.
  - c. Damage resulting from ponding or lack of positive drainage.
  - d. Water draining across the roof from another higher roof.
  - e. Alterations to the roof without prior written permission.
  - f. Defects or failure caused by misapplication of materials or by application not in strict accordance with specifications.
  - g. Defects, failure, or improper application of roof insulation or any underlying surface or material.
  - h. Installation of roofing membrane.
  - i. Traffic across the roof.
  - j. Acts of negligence, abuse or misuse. The manufacturer determines this.

As you can see, these exclusions really do stack the cards in favor of the manufacturer. Are warranties really the answer for your clients’ best protection? As roof consultants, one of the most important things we can bring to a client is our knowledge — not just of how to build a watertight roof, but also of the roofing marketplace. In addition to writing a thorough and professional specification, get to know the manufacturers and their products so you can avoid relying on a piece of paper to fix a leak.