



Between the World  
and The Weather  
Since 1928

## Black Pearl LIMITED MATERIALS WARRANTY

The Barrett Company, Inc. (Barrett) warrants to the building owner (Owner) that the **Black Pearl** Components sold by Barrett will be free from manufacturing defects at the time of delivery to the original purchaser and that the **Black Pearl** component materials will not prematurely deteriorate to the point of failure because of weathering, if properly installed, maintained and used for the purposes Barrett intended, in accordance with Barrett published specifications in effect at the time of sale.

Under the terms of this Materials Only Limited Warranty, Barrett's maximum liability shall be limited to the full value of the original Barrett supplied material components sales price to the installation contractor, as evidenced by Barrett's invoices, effective for Ten (10) years from the date of purchase.

Any claims made under this warranty must be sent, in writing, to Barrett within thirty (30) days of such time as discovery is made, or should have been made, of purported defect. Written notice shall be sent to Barrett by certified mail or registered delivery.

If the Barrett supplied **Black Pearl** membrane components show manufacturing defects, Barrett will replace defective material at original F.O.B. point.

If the Barrett **Black Pearl** membrane components show premature deterioration caused by defective product, Barrett will, at its option, provide repair material for original membrane or will provide credit to be applied towards the purchase of new membrane components at the then current prices for the product.

This warranty excludes material deterioration caused by environmental fallout, chemical attack or use within an area of commercial or industrial solvents, acids, caustic fluids, oils, waxes, greases, absorbent clays or plasticizers.

This warranty excludes damage to the **Black Pearl** components caused by misapplication or mishandling of materials by the Contractor or any other person.

In case of premature deterioration, the maximum value allowed as credit shall not exceed the original Barrett supplied **Black Pearl** materials sales price, exclusive of any and all labor costs, taxes, duties, or other items not supplied by Barrett.

CONDITIONS OF THE WARRANTY: Barrett's obligations to repair and maintain the Product under this warranty shall not be in force or effect unless A) Barrett is notified promptly and confirmation in writing, is sent by registered or certified mail, of any failure of the Product covered by this warranty within thirty (30) days following such failure, B) the Product is installed in accordance with Barrett's written specifications by a Barrett authorized applicator, C) the Applicator and material suppliers have been paid in full all bills for installation, product and services and D) no alteration or repairs are made without prior written approval of Barrett; and E) if a warranty claim is filed and investigation determines the claim is not valid or covered under this warranty, all costs of investigation shall be the responsibility of the Owner. F) Barrett further assumes no liability for damage to the deck or other base over which the Product is installed, G) the building structure or the interior contents, H) any other property or person I) nor any incidental or consequential damages including but not limited to mold, bacterial and all other toxicity or pollution claims, J) structural calculations or dew point calculations K) natural disasters and acts of God, including, without limitation, floods, lightning, hurricanes, high winds, earthquakes, earth tremors, tornados, gales, hail and fire of any origin or causes, structural defects of the building on which the Product is installed, improper application or failure of any component underlying the Product or associated metal work, changes in the original principal usage to which the building is put, unless approved in advance, in writing, by Barrett, the erection or construction of any additional installation in or through the Product prior to or after the completion date, unless done in the manner prescribed and accepted by Barrett, L) Failure of Owner or lessee to use reasonable care in maintaining the Product, including acts of negligence, vandalism, abuse or misuse, chemical attack from industrial or environmental contaminants which have not been first approved and accepted, in writing, from Barrett, base flashings of less than eight inches in height, water entry from pitch pans, adjoining materials or surfaces which are not waterproofed with Barrett products, M) damage or loss due to animal, microbial, mold, algae, virus or other invasive forces, deterioration of flashings or membrane where water has been allowed to enter behind flashing from sources other than thru the Product or base flashing; and the Design of the end use.

Barrett shall have the sole and exclusive right of determination of warranty applicability.

**THIS IS THE ONLY WARRANTY OR GUARANTEE GIVEN BY THE BARRETT COMPANY, INC. AND IT IS IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESS, IMPLIED LEGAL OR STATUTORY, INCLUDING ANY WARRANTY OR CONDITION AS TO MERCHANTABILITY OF FITNESS FOR PURPOSE, AND IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITY, DIRECT OR INDIRECT, FOR CONSEQUENTIAL OR INCIDENTAL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER. THE BARRETT COMPANY, INC. MAKES NO OTHER WARRANTY OR GUARANTEE EXCEPT AS HEREIN PROVIDED AND HAS NOT AUTHORIZED ANY PERSON TO DO SO ON ITS BEHALF OR TO ASSUME ON ITS BEHALF ANY OTHER OBLIGATION, CONDITION OR LIABILITY IN CONNECTION WITH THE SALE. THIS WARRANTY REPRESENTS THE OWNERS SOLE AND EXCLUSIVE REMEDY AND BARRETT'S SOLE AND EXCLUSIVE OBLIGATIONS HEREUNDER. BOTH PARTIES CONSENT TO THE CONTRACT LANGUAGE HEREIN AND NEITHER PARTY SHALL BE PREJUDICED BY ANY LANGUAGE AMBIGUITY DUE TO AUTHORSHIP.**

**IF THE PURCHASER DOES NOT ACCEPT DELIVERY OF THE PRODUCTS SUPPLIED BY BARRETT FOR THE PURPOSE WORK AFOREMENTIONED, SUBJECT TO THE TERMS OF THIS WARRANTY, THE SAID PRODUCTS ARE TO BE RETURNED, FORTHWITH, UNOPENED.**

Name of Building:  
Address of Building:

Owner's Name:  
Owner's Address:

Project#:

Name of Approved Applicator:  
Address of Approved Applicator:

**DESCRIPTION OF WORK WARRANTED**

Date Work Began:

Date Completed:

Warranty Expiration Date:

Type of Deck:

Slope of Deck:

Area of Structure Under Warranty:

Specification No.:

Insulation Manufacturer, Type:

Thickness and psi of Insulation:

Type of Covering:

Weight Per Square Foot:

Use of Application:

Building Use:

**IN WITNESS WHEREOF, THE BARRETT COMPANY, INC. HAS CAUSED THIS DOCUMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

BUILDING OWNER ACKNOWLEDGMENT  
AND ACCEPTANCE

BARRETT COMPANY, INC.  
2926 Chester Ave.  
Cleveland, Ohio 44122

BY: \_\_\_\_\_  
(Please print or type)

BY: \_\_\_\_\_  
Eric K. Horstman  
Divisional Manager

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

\_\_\_\_\_