

ROOF WARRANTIES-

A Specifier's Perspective

BY L.D. HOGAN, PE, RRC

Figure 1— A simple membrane puncture may admit a significant amount of water. Such occurrence will be considered "abuse, neglect, or failure to maintain" in the "sole judgment" of the vendor.

It is uncommon for a week to pass when we don't encounter a warranty dispute of some type. The misunderstanding about commercially available roof warranties is so pervasive it merits discussion.

During the '60s and '70s, various manufacturers of newly-introduced roof systems found it necessary to market a "warranty" in order to compete with what was then known as a "20-year bonded roof." Architects were able to justify the use of radical new systems if an official-looking buyer protection plan could be produced. Most radical roof systems of that era did not endure in the marketplace. To be fair, many bonded built-up roofs also experienced premature failure.

Today, there is a competitive arena for warranty durations. Some national accounts (Owners) will consider the wholesale use of most any roof system that will deliver a 15-year warranty. But a warranty is a calculated risk in the eyes of the issuing party. Accordingly, some rather clever language has been incorporated to minimize liability. For instance,

"This warranty shall be null and void if, in the sole judgment of the manufacturer, the owner fails to..."

A simple membrane puncture (Figure 1) may admit a significant amount of water. Such occurrence will be considered "abuse, neglect, or failure to maintain" in the "sole judgment" of the vendor. Other more arguable roof behaviors may be considered the same. These are rather strong terms when the power of sole judgment is exercised. Elsewhere,

"This warranty is in lieu of all other warranties, express or implied."

Sign this one and waive your rights available under the Uniform Commercial Code.

We have seen vendors with a four-year record of performance marketing a 15-year warranty. Others have a 20-year warranty to market. These are often for materials only; there is, however, no representation that the system will not leak for 20 years (i.e., workmanship and certain other aspects are not included in the 20-year coverage). Purchasing a roof under such terms involves a misplaced sense of security.

Most consumers would be thunderstruck to learn the limitations of commercially available roof warranties. Certain dis-

Figure 2—Differential building movement which ruptures a membrane is a legitimate warranty disclaimer. Water will likely enter the building with no help from the long-duration roof warranty.



claimers are necessary in a warranty. For instance, differential building movement which ruptures a membrane is an appropriate disclaimer (Figure 2). We do not expect the roof covering to hold the building together. Nonetheless, water may enter the building with no help from the long-duration roof warranty.

Some warranties are backed by a cash fund set aside as an escrow-type arrangement. It is worthwhile to wonder what becomes of the fund in the event of acquisition or roll-up among companies, a common occurrence in the roofing industry. Other warranties are backed by insurance policies. This is fine so long as insurance payments are kept current by the system vendor and the coverage limits are consistent with the potential liability.

Some warranties are prorated; others are limited to the original installed cost. Some pay-off with total replacement in future value dollars. These are NDL (no dollar limit) warranties, and they come at a cost escalation. We question the wisdom of that expenditure in most instances. Many warranties cannot be transferred by the original owner. This suggests that the coverage was on the owner, not the roof assembly.

Some warranties pay off (in the event of premature failure) by delivering a

truckload of replacement material. The first application failed, so let's put on more of the same stuff. Few consumers should consider this a bargain.



Figure 3—Stored contents, becoming wet from leakage, are considered "consequential damages." The warranty does not afford protection for such occurrences.



Figure 4—A plant manager knows well the cost of an interrupted manufacturing operation. A prematurely failed roof system produced widespread water entry and machine downtime in this paper mill. The warranty didn't help.

- Roof drainage adequacy
- Any conflicts regarding attachment.

Notice that the warranty is not included in this list.

Whether considering a VCR, automobile, or mobile home, first decide the features desired in the investment. Then evaluate the merits of the purchase against the backdrop of the cost and service life expectancy. The warranty should be kept in a drawer somewhere for possible future use; it should not be the overriding determinant in the purchase.

This writer has a bias—that of serving the interest of the client. Such bias is the reason for the title of the article. It is our opinion that warranty terms are among the worst parameters for roof system selection. Satisfactory roofing projects result from 1) proper design utilizing 2) legitimate materials installed by 3) qualified applicators. The warranty is a poor substitute for any of these elements.

For further reading, see January 1996 Interface article by Robb Smith, FRCI, page 35. ■

No warranty has ever kept a building dry (unless it was part of a five-course repair with plastic roof cement). We believe that material costs and warranty duration are no better indicators of roof performance than they are for disposable flashlight batteries. In the wake of a premature failure, roof replacement cost is one thing, but damage to contents is another, and it is not covered by a warranty (Figure 3). Interruption of a plant manager's operation also has a cost. If you are unconvinced, ask him/her (Figure 4).

Roof system selection should evolve from a group of considerations, including:

- Chemical formulation
- Network of available installers
- Financial solvency of vendor
- Reinforcement type
- Compatibility of accessories
- Tolerance of traffic patterns
- In-service track record
- Testing results for engineering properties
- Roof deck type
- Fire and wind classification
- Project funding
- The owner's preferences
- Governing building code terms

ABOUT THE AUTHOR

Lyle Hogan is a senior engineer with Geoscience Group, Inc., working out of the firm's Greensboro, NC office. He is a registered engineer, a Registered Roof Consultant, licensed home inspector, and Fellow of the Roof Consultants Institute. Mr. Hogan's technical articles have been published in numerous technical journals and conference proceedings.



LYLE HOGAN, PE, RRC