

# Alice in Warranty Land Revisited

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In 2011 Mr. Richard Fricklas, one of the roofing industry's most respected experts published a short article titled "Alice in Warranty Land." In the article, Mr. Fricklas outlined the misconceptions that the various stakeholders had with regard to commercial roofing warranties. Alice was confused to say the least. "How can this be?" cried Alice when confronted with the various expectations regarding exactly what is covered in the warranty. Things haven't changed much. Today, many designers and owners still think that the warranty is some kind of insurance policy against all kinds of environmental adversity. If you just read the opening paragraph of the warranty, you'll find the single statement with regard to the manufacturer's liability; "will repair leaks."

Sure, the industry is filled with cynics that will tell you that the warranty was written by lawyers to protect the manufacturer. Yes, due to the litigious nature of the roofing industry, lawyers are involved in the writing of the warranties but the content is really delineation for the responsibility of parties. The building owner is expected to take care of his or her investment in a similar manner to that of an automobile warranty. The roof needs to be properly maintained in order for the manufacturer to honor the commitment of repair leaks.

There's not a manufacturer in the business that guarantees that the roof will not leak. And after 40-years in the industry, the one thing I can guarantee is that roofs leak and they do so for a variety of reasons. The honor and reputation of the manufacturer and the product will determine the overall effectiveness of any warranty. The best warranty is the one you never have to use.

Too much emphasis is given to the tenure of the warranty without regard to the product's life cycle history. Today you can find manufacturers offering 20-year and longer warranties for product formulations that have been on the market for less than a decade. Is it any wonder Alice is confused.

The manufacturer typically states that coverage includes materials provided by the manufacturer and the labor provided by the authorized roofing contractor. That's fine and dandy and reasonable considering the investment being made on the part of the owner. However, the balance of the verbiage after the opening paragraph not only tells the owner / consumer what IS and WHAT IS NOT covered in the "will repair leaks" statement. But also includes the statement regarding the owner's responsibility to maintain the "roof system," which includes maintenance, regulation of roof top traffic, cleaning debris off the roof and periodic inspections to ensure everything is functioning properly.



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I recently saw a commercial warranty from a manufacturer professing to use KEE in their vinyl formulation. That's not unusual as today the market is filled with FiberTite "Knock Offs" but what was disturbing was the exclusions listed in the terms and conditions. They included the following with regard to the performance of the roof system:

"Is damaged as a result of attack by roof top contaminants such as solvents, petroleum, oil products, acids, or other harmful chemicals;" Just what is included in other harmful chemicals?

Seaman Corporation pioneered the use of KEE in 1974 and created the most chemical resistant vinyl membrane available. Exclusion for "roof top contaminants" and "other harmful chemicals" are such overly broad statements and are not open ended exclusions found in the FiberTite Commercial warranty. This should be a red flag for any designer or owner when selecting a "KEE" professed roof system solely based on the historical track record of FiberTite's coat tails. If you tell Seaman Corporation the potential chemical exposure, it can be evaluated based upon their 40-years of KEE experience and even included in the warranty coverage.

Ponding water, gale force winds and hail are other examples of overly broad exclusions found in many commercial roofing warranties. Look for specific definitions of exclusion and don't accept empty commitments on the part of the manufacturer.

Ultimately there's no substitute for high quality materials, design and workmanship to ensure roof top performance. A piece of paper will never keep water out of your building. Do your homework and look for evidence of performance before making a decision. Read the warranty and don't assume that you've bought an extended insurance policy to cover your decision or you'll end up with Alice chasing white rabbits.



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