METAL ROOFING SYSTEMS

20-Year Weathertightness Limited Warranty

Building Owner :_____ MRS Work Order Number_____

Building/Job Name: _____ Date Roof Completed_____

Building Location:_____ Contract Amount (MRS Materials):_____

Metal Roofing Systems, Inc. (hereinafter referred to as "MRS") and the Roofing Contractor/Installer whose signature appears below (hereinafter referred to as "Roofer") severally warrant [Roofer only for any matter arising during the first two years after completion of installation of the subject roof on the above referenced Building and MRS only for any matter first arising after the second anniversary of successful completion of installation of the subject roof but arising not later than the twentieth anniversary of such completion] to the above named Building Owner (hereinafter referred to as "Owner") that subject to each and every term(s), condition(s), limitation(s), allocation(s) of warranty, and responsibility(ies) stated herein, Roofer's workmanship on the above named building will be adequate to prevent leaks for 20 years commencing with the date of completion of Installation of the Roofing System. This warranty will be fully satisfied by repair of the Roof, and any such repairs shall carry a warranty against leaks for any then remaining balance of the original 20-year warranty period.

MRS'S AND ROOFER'S AGGREGATE TOTAL COMULATIVELIABLITY UNDER THIS 20 YEAR WATERTIGHTNESS LIMITED WARRANTY IS LIMITED TO THE AMOUNT OF THE OWNER'S ORIGINAL PAYMENT MADE TO
THOSE MATERIALS ONLY, NEITHER MRS NOR ROOFER MAKES ANY OTHER WARRANTY WHATERVER, EXPRESS OR IMPLIED, ALL IMPLIED WARRANTIES OF MERCHANTIBILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 20 YEAR WATERTIGHTNESS LIMITED WARRANTY. MRS DOES NOT IN ANY WAY WARRANTY THE MERCHANTIBILITY OF THE GOODS SOLD HEREBY. NO WARRRANTIES EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
IN NO EVENT SHALL ANY ONE OR MORE OF MRS AND ROOFER HAVE ANY LIABILITY FOR ANY COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE WHETHER OWNER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE, IT IS EXPRESSLY AGREED THAT OWNER'S REMEDIES EXPRESSED IN THIS 20 YEAR WATERTIGHTNESS LIMITED WARRANTY ARE OWNER'S EXCLUSIVE REMEDIES.

TERMS, CONDITIONS, LIMIATIONS

1. Owner shall provide MRS and Roofer with written notice within thirty days of the discovery of any leak(s) in the Roof. Failure of the Owner to do so shall automatically relieve both MRS and Roofer of any and all responsibility and/or liability under the 20 year Watertightness Limited Warranty.
2. In the event a roof repair is necessary during the first two-year period or any extension thereof, the Roofer's responsibility [which shall be in lieu of any and all MRS liability during this period and any such extensions] shall be extended for a two-year period from the date of the last such repair. In any such case, MRS will be responsible only for the balance remaining after the end of such a period and any and all extension(s) of the original twenty-year period from the date of completion or installation of the Roofing System.
3. Following MRS's inspection, MRS determines that the leak(s) in the Roof are caused by defects in MRS materials or in the workmanship of the Roofer, Roof repair obligations shall then arise in accordance herewith, but Owner's remedies and MRS's liability shall in any event be limited to repair of the Roof, subject to the cost limitations set forth above. Otherwise, neither MRS nor Roofer shall have any liability. The Roofer's two year liability (which is in lieu of any and all MRS liability for such period) shall be extended an additional two years from date of last repair, should such repairs be necessary during the first two years of the Roofer's liability or during any extension thereof.

SAMPLE

4. Neither MRS nor Roofer shall have any liability or responsibility under or in connection with either this 20-Year Watertightness Limited Warranty or the Roof if any one or more of the following shall occur:
    a) Deterioration caused by marine(salt water) atmosphere or by regular spray of either salt or fresh water.
    b) Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, planting works, kiln, fertilizer manufacturing, paper plant, and the like.
    c) Deterioration caused by any corrosive substance or any condensate of any condensate or any harmful substance contained, generated or released inside the building.
    d) Damage caused by worker(s) on the roof.
    e) Any other cause beyond MRS's control.
    f) Damage to the Roof caused by natural disasters, including but not limited to, lightning, or any strong gale, hurricane, tornado, or earthquake.
    g) Failure by any contractor or subcontractor to follow MRS's recommended installation instructions for the layout design and installation of the Roof.
    h) If, after installation of the Roof by Roofer, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being place upon or attached to the roof without prior written authorization from MRS, or
    i) If there is any failure by the Owner or lessee or other occupant or user to use reasonable care in maintaining the Roof, or
    j) If Owner fails to comply with every term and/or condition stated in this 20-Year Watertightness Limited Warranty, or
    k) If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.
    l) MRS shall not have any liability or responsibility with leakage caused by ridge vents.
    m) MRS shall not have any liability or responsibility with failure of gutters and gutter accessories.
    n) Failure of roofing installation and the materials supplied by MRS for the flashing and metal roofing due to reaction of dissimilar metals will not be the responsibility of MRS, nor will MRS be held liable for any claims due to failures caused by dissimilar metals.
5. MRS shall not have any liability or responsibility under or in connection with either this 20-Year Watertightness Limited Warranty or the Roof in the event of a failure by any contractor or subcontractor to use approved installation details for roof curbs, roof jacks, sealants, sub framing, and flashing furnished by MRS, [or to substitute therefore only products approved in writing in advance by MRS as equal (if provided by the contractor)].
6. During the term of this Warranty, MRS, its Sales Representative and employees, shall have free access to the roof during regular business hours
7. MRS shall not have any obligation under this 20-Year Watertightness Limited Warranty until final drawings of the completed roof are submitted by MRS to the Roofer and accepted in writing by MRS. Such drawings must show the exact number, size and location of all roof penetrations and rooftop equipment. Photos of the roof showing these items must accompany the drawings.
8. MRS shall not have any obligation under this 20-Year Watertightness Limited Warranty until all invoices for installation, supplies and services have been paid in full to each of MRS and Roofer and each material supplier.
9. Neither MRS nor Roofer shall be responsible for any consequential damages or loss to the building its contents or other materials.
10. Neither MRS nor Roofer's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of such provision or of the right to exercise any right in the future.
11. This 20-Year Watertightness Limited Warranty supercedes and is in lieu of any and all other warranties (whether express or implied) that are either in addition to or in conflict with the term(s) and condition(s) stated herein. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PRETIES AND EXCLUDED FROM THIS 20-YEAR WATERTIGHTNESS LIMITED WARRANTY.
12. If the subject roof is covered by products of more than one roofing products manufacturer, this 20-Year Watertightness Limited Warranty applies only to those portions of such roof which are covered solely by MRS manufactured products.
13. Notwithstanding any other provision of this 20-Year Watertightness Limited Warranty, MRS shall not have any liability or responsibility at any time for or as a consequence of any condensation or underside corrosion which is or was caused at any time in part or wholly by any condensation resulting from either or both of the following:
    a) The use of an inadequate vapor barrier where the insulation is installed immediately beneath the roof panels. An adequate vapor barrier is defined as on which has a perm rating of .05 or less with sealed joints and perimeter.

SAMPLE

b) Inadequate ventilation of the attic space between a roof panel and insulation.

14. Roofing installation must be supervised ay an authorized MRS installer or an individual that has been factory trained in the installation of MRS roofing products.
15. MRS roof panels must be made of a material which carries a 20-year durability warranty from manufacturer, such as a 20-year warranty Kynar 500 painted panel.

WARRANTY RESPONSIBILITY:

ROOFER:

- First through second Year, plus any applicable extension period(s) as describe hereinabove.

MRS:

- The thereafter remaining balance of the first 20 years from date of completion of installation of the subject Roof.

This 20-Year Watertightness Limited Warranty is tendered for the sole benefit of the original purchaser as named below is not transferable or assignable. It becomes valid only when signed by each of Roofer, Owner, and MRS.

EXCEPT ONLY AS EXPRESSLY PROVIDED HEREIN, MRS MAKES NO REPRESENTATION(S) OR WARRANTY(IES) OR MERCHANTABILITY AND WARRANT(IES) OF FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED WITH RESPECT TO THE GOODS AND OR SERVICES COVERED HEREBY, NOR DOES MRS MAKE ANY WARRANTY OR RESUME ANY RESPONSIBILITY WITH THE RESPECT TO THE VALIDITY OF ANY PATENT(S), DESIGN(S), COPYRIGHT(S), OR TRADEMARK(S) WHICH MAY COVER ANY OF SUCH GOODS. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM ANY DEFECTIVE GOODS AND/OR WORKMANSHIP SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF. THIS 20-YEAR WATERTIGHTNESS LIMITED WARRANTY MAY NOT BE CHANGED ORALLY.

This 20-Year Watertightness Limited Warranty shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.

Roofing Contractor/Installer: _____

Owner: _____

By: _____

Title: _____

Date: _____

Metal Roofing Systems, Inc.: _____

Date: _____

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