METAL ROOFING
SYSTEMS

TWENTY-YEAR NDL WEATHERTIGHTNESS WARRANTY
SERIES _____ ROOFING SYSTEM

(No Dollar Limit)

MANUFACTURER: **Metal Roofing Systems**

Address: 7687 Mikron Drive
Stanley, NC 28164

Telephone: (704) 820-3110

CERTIFIED CONTRACTOR: _____

Address: _____

Telephone: _____

OWNER: _____

Building Location: _____

ARCHITECT: _____

Address: _____

Telephone: _____

GENERAL CONTRACTOR: _____

Address: _____

PROJECT NAME: _____

Address: _____

Type of Product Approved and Applied Series _____ Roofing

WARRANTY PROVISIONS FOR MATERIALS AND WORKMANSHIP

Metal Roofing Systems, Inc., hereby warrants to the Owner listed above that for a period of twenty(20) years from the date of substantial completion of the Series _____ Roofing System, applied to the above described Building, should leaks develop in the Roofing System due solely to manufacturing defects, ordinary wear and tear by the elements or workmanship on the part of the Installation Contractor, then subject to each and every term, condition and limitation contained herein, shall be responsible for completing such repairs to the Roofing System as are necessary to return it to watertight condition. Metal Roofing Systems, in conjunction with the certified contractor, will correct water leaks caused by defective workmanship.

SAMPLE

EXCLUSIONS

This Warranty shall apply only to Roofing Systems installed in areas of normal atmospheric exposure and specifically does not cover leaks caused, in whole or in part, by any one of the following:

1. Marine (salt water) atmosphere or regular spray of either salt or fresh water.

2. Heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing plant, paper plant or the like.

3. Any corrosive substance or condensate of any harmful substance contained, generated or released from inside the building; or condensation from the underside of the roof.

4. Worker traffic on the roof, other than traffic during the course of installation.

5. Hail, fire, lightning, wind damage, from wind pressures higher than the building was designed to accommodate, hurricane, tornado, earthquake, or any acts of God.

6. Alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from Metal Roofing Systems or repairs performed or materials finished by entities other than Metal Roofing Systems or the Installation Contractor.

7. Failure by the Owner or any lessee or other occupant or user of the Building to take reasonable care in maintaining the roof, such as cleaning the gutters, valleys, etc. so as to allow water to run of uninterruptedly.

8. Faulty building design or construction.

9. Birds, vermin, rodents, insects, or other animal or pests.

10. Settlement, failure or cracking of the roof deck, walls, or foundation of the building, or defects or failures of coping gravelstop due to cracking of walls or any part of the building structure.

11. Metal Roofing Systems shall have no liability or responsibility under or in connection with this Warranty if the Installation Contractor failed to use all roof curbs, mof jacks, sealants, mastics subframing, roof panels, clips, and flashings provided by Metal Roofing Systems or approved by Metal Roofing Systems , nor shall Metal Roofing Systems have any liability or responsibility in connection with this Warranty if the Installation Contractor failed to follow Metal Roofing Systems standard recommended installation instructions for the layout, design and erection of the Roofing System, or if the Roofing System is constructed in such a manner as not to permit drainage of water from all surfaces and permit standing or ponding water.

12. Any other cause beyond the control of Metal Roofing Systems.

THE WARRANTY CONTAINED HEREIN EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY PROVIDED IN THIS WARRANTY. METAL ROOFING SYSTEMS AND THE INSTALLATION CONTRACTOR SHALL NOT BE LIABLE TO THE OWNER FOR ANY CLAIM BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY, TORT OR OTHER THEORY OR CAUSE OR ACTIONS, NOR SHALL THEY BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER ARISING OR BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSS TO THE BUILDING, ITS CONTENTS, OR OCCUPANTS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

SAMPLE

NOTICE OF CLAIMS AND GENERAL PROVISIONS

All claims hereunder must be submitted, in writing, to Metal Roofing Systems within the Warranty period and within thirty (30) days of the discovery of any leak in the Roofing System. Failure of the Owner to do so shall relieve Metal Roofing Systems of any and all responsibility and/or liability under the terms hereof. If, after inspection by Metal Roofing Systems, it is determined that the leak is caused by defects in the Roofing System's material or workmanship in accordance with this Warranty, the Roofing System shall be repaired in accordance with this Warranty. Such work shall be completed within a reasonable period of time after notice to Metal Roofing Systems of the weathertightness or watertightness failure. The Owner's exclusive remedy and Metal Roofing System's liability shall be limited to repair of the Roofing System.

Warranty Responsibilities:
Metal Roofing Systems Certified Contractor: Two years following roof completion date
Metal Roofing Systems: The thereafter remaining balance of the 20 years from the completion date of the subject roof

During the term of this Warranty, Metal Roofing Systems, their sales representatives, certified installers and employees, shall have free access to the roofing during regular business hours upon reasonable notice to the Building Owner.

This document constitutes the entire Warranty made by Metal Roofing Systems. No modifications or amendment of this Warranty shall be binding on Metal Roofing Systems unless made in writing and signed by their authorized representatives. The terms, conditions, and provision contained in this Warranty may be waived only in writing signed by Metal Roofing Systems. No oral statements, course of conduct or course of dealing shall be deemed or constitute a waiver.

The invalidity or unenforceability of any provisions of this Warranty shall not affect the enforceability and validity of any remaining provisions, and this Warranty shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

This Warranty shall be governed by and construed in accordance with the laws of the State of North Carolina.

This Warranty is tendered for the sole benefit of the Owner as named above and is not transferable or assignable.

Metal Roofing Systems shall have no obligation under this Warranty unless all invoices for materials and installation have been paid in full by or on behalf of the Building Owner.

EXECUTED AS OF THIS DAY OF

ATTEST: **MANUFACTURER:**

Metal Roofing Systems
7687 Mikron Drive
Stanley, NC 28164
(704) 820-3110

BY: Gavin Seale

TITLE: Owner

ATTEST: **OWNER:**

BY: _____

TITLE: _____

SAMPLE