



Warranty Number: #MA-	Project Completion Date:	Warranty Expiration Date:
-----------------------	--------------------------	---------------------------

## OWNER

Name:			
Mailing Address:	City:	State:	Zip:
Building Address:	City:	State:	Zip:
Building Use:	Roof Area (Sq. Feet):	Roof Slope:	:12 Roof

## ROOF CONTRACTOR/INSTALLER

Company Name:	Contact Name:		
Mailing Address:	City:	State:	Zip:
E-mail:	Phone:	Fax:	
Roofing System Manufacturer:			

Roofing Warranty, LLC ("Roofing Warranty"), the Warranty Provider and the Roofing Contractor/Installer ("Installer") whose signatures appear below severally warrant<sup>1</sup> to the Original Building Owner ("Owner"), that subject to the express terms, conditions and disclaimers set forth below, Installer's workmanship on the installation of the Roof System ("Roof System") manufactured by a Certified Metal Alliance Manufacturer<sup>2</sup> ("Manufacturer") will be adequate to prevent roof water leaks for a period of \_\_\_\_\_ (\_\_\_\_) years from the date of completion of the installation of the Roof System. THIS WEATERTIGHT WARRANTY WILL BE FULLY SATISFIED BY REPAIR OF ROOF WATER ENTRY LEAKS ("ROOF LEAKS") IN THE ROOF SYSTEM AT NO DOLLAR LIMIT ("NDL"), AND ANY SUCH ROOF LEAK REPAIRS SHALL CARRY A WARRANTY AGAINST ROOF LEAKS ONLY FOR ANY THEN REMAINING BALANCE OF THE ORIGINAL \_\_\_\_-YEAR WARRANTY PERIOD.

## ROOFING WARRANTY CLAIM LIABILITY

The total Claim Liability of Roofing Warranty under this Warranty is a NDL as to labor and material for the repair of roof leaks. Roofing Warranty shall have the right to charge to the liability account all reasonable expenses (including, but not limited to, travel, per diem, inspection survey and/or investigation expenses, negotiations, development of reports or any type of cost involving roof leak issues) incurred in satisfying the requirements of this Warranty. Where the Claim is found to be Owner's responsibility, Roofing Warranty is to be fully reimbursed by Owner, and if Owner fails to reimburse Roofing Warranty within 30-days, this subject Warranty will immediately become null and void.

<sup>1</sup>The Installer shall cause the Roof System to perform in a manner which does not allow intrusion of water from the exterior of the Roof System into the building envelope for a period of twenty-four (24) continuous months after the Date of Completion, extended by successive twenty-four (24) month periods from the date of any leaks reported or repaired within the relevant twenty-four (24) month period. In addition, the Installer shall have the sole and exclusive responsibility to correct all erection and/or installation deficiencies in the Roof System for the duration of this \_\_\_\_-Year NDL Weathertight Limited Liability Warranty.

<sup>2</sup>Roof System is defined as roof panels, flashing and related items used to fasten the roof panels and flashing to the building structure manufactured by a Certified Metal Alliance Manufacturer using only products from Metal Alliance, the Manufacturer or another pre-approved supplier. This includes roof jack and curb attachments pre-approved in writing, by Owner, Roofing Warranty and Installer.

IN NO EVENT SHALL EITHER ROOFING WARRANTY OR INSTALLER HAVE ANY LIABILITY FOR ANY COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY TYPE, WHETHER OWNER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE. IT IS AGREED THAT OWNER'S REMEDIES, EXPRESSED OR IMPLIED, IN THIS \_\_\_\_-YEAR NDL WEATERTIGHT LIMITED LIABILITY WARRANTY ARE OWNER'S EXCLUSIVE REMEDIES.

## TERMS, CONDITIONS, LIMITATIONS

- Owner shall provide Roofing Warranty and Installer with written notice within thirty (30) days of the discovery of any leak(s) in the Roof System. Failure of the Owner to do so shall automatically relieve both Roofing Warranty and Installer of any and all responsibility and/or liability under this \_\_\_\_-Year NDL Weathertight Limited Liability Warranty. Upon receipt of a Warranty Claim, from either the Owner or Installer, Roofing Warranty will send a representative to the location specified for an inspection of the site.
- If upon Roofing Warranty's inspection, Roofing Warranty determines that the leaks in the Roof System are not covered by this Warranty, the party requesting Roofing Warranty's inspection shall be liable for all direct expenses incurred by Roofing Warranty to conduct the roof inspection.
- If upon Roofing Warranty's inspection, Roofing Warranty determines that the leaks in the Roof System are caused by defects in Manufacturer Roof System material or in the workmanship of the Installer, Roof System repair obligations shall then arise in accordance herewith, but Owner's remedies and Roofing Warranty's liability shall in any event be limited to repair of the Roof System, subject to the cost limitations set forth above. Further limitations are provided in paragraphs 4, 5, 6 and 7 below.
- Roofing Warranty shall have no liability or responsibility under or in connection with either this \_\_\_\_-Year NDL Weathertight Limited Liability Warranty or Roof System if any one or more of the following shall occur:
  - Failure by Installer or any contractor or subcontractor to follow Metal Alliance's recommended installation instructions or installation instructions accepted by warranty provider and approved specifications or drawings for the layout, design and erection of the Roof System. It shall be the Installer's sole and exclusive responsibility to strictly follow Metal Alliance's or warranty provider's recommended installation instructions and approved specifications or drawings for the layout, design and erection of the Roof System.
  - If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.
  - If any panels or other parts are installed to allow water to cascade on any part of the Roof System.
  - If roof jacks and curbs are not pre-approved by Roofing Warranty.
  - If any flashings, roof penetrations or accessory details are modified without the written approval of Roofing Warranty.
  - Failure to use long-life fasteners in all exposed applications.
  - Failure of the Installer to have, for the product being installed, employees who are skilled metal roofers on the roof at all times during roofing activity.
- The improper use of seaming equipment or use of seaming equipment obtained from a party other than that pre-approved by Roofing Warranty may result in this and all warranties being void and the engineering data for the Roof System being invalid.



- 6) Neither Roofing Warranty nor Installer shall have any liability or responsibility under or in connection with either this \_\_\_-Year NDL Weathertight Limited Liability Warranty or the Roof System, 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, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or the like or corrosion caused by contact of the panels and trim with dissimilar materials, such as, copper, lead or graphite or water runoff from these materials onto the panels and trim.
  - c) Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
  - d) Damage on the roof caused by worker(s), other than Roofing Warranty's or Installer's workers.
  - e) Natural disasters, such as, hurricanes, earthquakes, extraordinary winds, winds which detach from the facility any part of the building substrate to which the Roof System is attached, lightning, hail, fire, radiation or other acts of Nature which are normally covered by hazard insurance.
  - f) If, after installation of the Roof System by Installer, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from Roofing Warranty.
  - g) Failure to maintain the Roof System as set forth in Roofing Warranty's "Preventative Maintenance Manual and Log" and present to Roofing Warranty upon request.
  - h) If Owner fails to comply with every term and/or condition stated in this \_\_\_-Year NDL Weathertight Limited Liability Warranty.
  - i) If Roof Leaks are due to ventilators, light transmitting panels, valley gutters, dormers, dead valleys, or penetrations of the roof associated with signs, vents, equipment, or other causes.
  - j) If Roof Leaks are at a tie-in to (1) an existing metal roof manufactured by another company or (2) a dissimilar roof such as a BUR or a rubber roof.
  - k) Deficiencies of the facility to which the Roof System is attached, such as structure, wall or foundation movement.
- 7) Roofing Warranty shall have no liability or responsibility under or in connection with this \_\_\_-Year NDL Weathertight Limited Liability Warranty for the Roof System in the event of a failure by any contractor or subcontractor to use all roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips and flashing provided solely by pre-approved suppliers [or to substitute therefore only products approved in writing in advance by Roofing Warranty (if provided by the contractor or subcontractor)].
- 8) During the term of this Warranty, Roofing Warranty, its representatives and employees shall have free access to the roof during regular business hours.
- 9) Roofing Warranty shall not have any obligation under this \_\_\_-Year NDL Weathertight Limited Liability Warranty until Roofing Warranty has received executed Roofing Contractor/Installer Certification and final drawings of the completed roof that have been accepted in writing by Roofing Warranty. Such drawings must show the exact number, size and location of all roof penetrations and roof-top equipment.
- 10) This Warranty shall not become effective and Roofing Warranty shall not have any obligation under any Warranty until all invoices issued by Metal Alliance, Roofing Warranty, Manufacturer, General Contractor, and the Installer have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any Roofing Warranty inspection report have been corrected and all Roofing Warranty procedures have been followed.
- 11) Roofing Warranty shall not be responsible for any building permits, building code(s) or other regulatory compliance. This is the sole responsibility of the Building Designer and/or Contractor/Installer.
- 12) Neither Roofing Warranty nor Installer shall be responsible for any consequential damages or loss to the building, its contents or other materials.
- 13) Neither Roofing Warranty's nor Installer'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.
- 14) This \_\_\_-Year NDL Weathertight Limited Liability Warranty supersedes 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) or condition(s) stated herein. ALL EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL EXPRESSED OR 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 \_\_\_-YEAR NDL WEATHERTIGHT LIMITED LIABILITY WARRANTY.
- 15) Neither Roofing Warranty's nor Installer'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. If the subject roof is covered by products of more than one roofing products' manufacturer, this \_\_\_-Year NDL Weathertight Limited Liability Warranty applies only to those portions of such roof which are covered solely by Manufacturer's Roof System and its manufactured products.
- 16) Notwithstanding any other provision of this \_\_\_-Year NDL Weathertight Limited Liability Warranty, Roofing Warranty and Installer 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 condensation.
- 17) Roofing Warranty shall confirm that Roof System of each Weathertight Warranty issued under this Agreement is made of raw and finished material, such as Galvalume Steel, Aluminum, Copper, mill finish or coated (painted or film) product, which carries from the Product Supplier a minimum durability warranty and a minimum warranty on coated panel in accordance with ASTM standards and test procedures for a period no less than the term of the Warranty being offered.

## WARRANTY RESPONSIBILITY

- 1) 1st through 2nd year, plus any applicable extension period(s) are the responsibility of the Installer.
- 2) The remaining balance of the first \_\_\_ years from project date of completion of installation of the subject Manufacturer's Roof System stated herein provided Installer has strictly followed Metal Alliance's recommended installation instructions or installation instructions accepted by the warranty provider and approved specifications of drawings for the layout, design and erection of the Roof System are the responsibility of Roofing Warranty.
- 3) This \_\_\_-Year NDL Weathertight Limited Liability Warranty is tendered for the sole benefit of the original Owner as named herein and is not transferable or assignable. Roofing Warranty under special review will accept application for Warranty transfers to subsequent Owner after reviewing application, inspection of Roof System and completion of any required maintenance by Owner where Roofing Warranty decides to accept or not to accept transfer. In any case, costs of inspection and any other expense in addition to applicable transfer fee at time of application, will be the obligation of Owner.
- 4) After publication of this Warranty to the Owner, it becomes valid and enforceable only when signed by each Party: Installer, Owner and Roofing Warranty.

## WARRANTY CANCELLATION

It is the policy of Roofing Warranty not to suspend services under the terms of the Warranty Agreement or to cancel a Warranty after it has been issued except in cases where the roof has been damaged due to causes not covered by the Warranty. Any other consideration for cancellation or suspension of services will be in strict accordance with this Warranty Agreement.

## DISCLAIMER

Metal Alliance Supply, LLC does not offer, sell, underwrite or participate in any weathertight warranties sold by Roofing Warranty, LLC. Except as expressly stated herein, the above warranty provisions do not cover coatings, products, accessories, parts or attachments that are not manufactured by Metal Alliance. Except as otherwise expressly stated, there is no warranty, representation or condition of any kind and any warranty, express or implied, is hereby excluded and disclaimed including the implied warranties of merchantability and of fitness for a particular purpose. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that Roofing Warranty's liability and owner's sole remedy, whether in contract, under any warranty, in tort (including negligence), in strict liability or otherwise, shall not exceed the amount set forth in the Roofing Warranty Claim Liability section above. Under no circumstances shall Roofing Warranty be liable for any special, incidental, liquidated or consequential damages, including, but not limited to, personal injury, property damage, damage to or loss of equipment, lost profits or revenue, labor costs and expenses, costs of renting replacements, and other additional expenses, even if Roofing Warranty has been advised of the possibility of such damages. Roofing Warranty will not be liable for any damages, losses or expenses as a result of owner's (or any other party's) negligence, whether deemed active or passive and whether or not any such negligence is the sole or partial cause of any such damage, loss or expense. In addition, under no circumstances shall Roofing Warranty be liable for any damages, losses or expenses whatsoever as a result of any other party's materials or products which cause or allegedly cause, in whole or in part, damage, loss or deterioration to the Manufacturer's Roof System.

Under no circumstances shall Roofing Warranty be liable in any way to the Owner or any other party for delays, failure in performance, or loss or damage due to force majeure conditions including, without limitation: fire; lightning; embargo; explosion; power surge or failure; acts of nature; war; labor or employment disputes; strike; civil disturbances; acts of civil or military authority; inability to secure materials, fuel, products or transportation facilities; acts or omissions of suppliers, or any other causes beyond its reasonable control, whether or not similar to the foregoing.



**CONSENT TO JURISDICTION AND VENUE**

Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Florida, (ii) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Martin County, Florida or applicable court in Florida, (iii) this Warranty is capable of being performed in Martin County, Florida (iv) it irrevocably submits itself to the jurisdiction of the state and federal courts in Martin County, Florida, (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Florida law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum, and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage pre-paid, and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into this Warranty. Each party warrants and represents that it has reviewed these waivers with its legal counsel or has had the opportunity to review these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver.

**WARRANTY ACTIVATION**

In order to segregate and maintain for the lifetime period of time covered by the Warranty, the records and lot samples necessary to enable Installer and Roofing Warranty to trace the various components manufactured for any defects alleged, Roofing Warranty requires that the Owner, within 30-days from the date this Warranty agreement is signed by Roofing Warranty, to email an executed copy of this Agreement to Roofing Warranty at support@roofingwarrantyllc.com before the 30-day requirement expires and voids claim. Following receipt of the executed Warranty Agreement, this Warranty will be activated as of the Project Date of Completion and a Warranty Certificate will be issued to the Owner.

THIS WARRANTY AGREEMENT WILL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES IN RESPECT OF THE SUBJECT MATTER HEREOF. THERE ARE NO WARRANTIES, REPRESENTATIONS, COVENANTS OR AGREEMENTS, EXPRESSED OR IMPLIED, BETWEEN THE PARTIES, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. THE AGREEMENT MAY NOT BE MODIFIED IN ANY RESPECT EXCEPT IN WRITING WHICH STATES THE MODIFICATION AND IS SIGNED BY ALL PARTIES HERETO.

**PARTIES TO \_\_\_\_\_-YEAR ND L WEATHERTIGHT LIMITED LIABILITY WARRANTY AGREEMENT**

Contractor/Installer: \_\_\_\_\_ (Company Name)      Owner: \_\_\_\_\_ (Name)

Roofing Warranty was furnished approved drawings and details:  YES  NO      Name: \_\_\_\_\_ (Print Name)

Roofing Warranty was furnished with executed Contractor/Installer's Certification:  YES  NO  
 Name: \_\_\_\_\_ (Print Name)      Date: \_\_\_\_\_

Date: \_\_\_\_\_      By: \_\_\_\_\_ (Authorized Official Signature)

By: \_\_\_\_\_ (Authorized Official Signature)

Submit this fully executed Agreement with signed Contractor/Installer Certification to: **support@roofingwarrantyllc.com**. Upon receipt and confirmation that all Weathertight Warranty fees have been paid in full and cleared, Roofing Supply, LLC will issue a Weathertight Limited Liability Warranty Certificate.

**Roofing Warranty, LLC**

Name: \_\_\_\_\_ (Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_ (Authorized Official Signature)