



## 5 YEAR MANUFACTURERS WEATHERTIGHT WARRANTY

This LIMITED WARRANTY AGREEMENT issued \_\_\_\_\_, sets forth the complete understanding and agreement with respect to the following:

Owner: \_\_\_\_\_

Project: \_\_\_\_\_

Installation Address: \_\_\_\_\_

Product(s): \_\_\_\_\_

Taylor Metal Inc. ("TMP"), and the Roofing Contractor identified below ("Roofing Contractor") severally extend this 5 Year Manufacturers Weathertight Warranty for the metal roofing and flashings ("Roof System") as manufactured by TMP and installed on a building or buildings ("Building") for the original Project identified above ("Project") for the original Building Owner identified above ("Owner") subject to the terms, conditions and limitations set forth in this document. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, purporting to modify these terms or conditions, shall be binding on TMP or the Roofing Contractor unless hereinafter made in writing by TMP.

In consideration for the Owner agreeing to the terms herein as the sole basis of the bargain, TMP and the Roofing Contractor warrant that TMP's materials and the Roofing Contractor's workmanship on the Project, subject to the terms and conditions set forth in this document, will be adequate to prevent leaks through the Roof System for a period of five (5) years commencing with the Date of Substantial Completion (as defined herein). In the event of leaks, this warranty will be fully satisfied by repair or replacement of the Roof System, and any such repairs or replacements shall carry a similar warranty against leaks only for any remaining balance of the original warranty period. This Warranty is not an insurance policy or maintenance agreement. The Owner has sole responsibility to perform routine inspections and maintenance of the Roof System on a regular basis.

There shall be no liability or responsibility on TMP or the Roofing Contractor for any leakage or damage to the Roof System caused by or associated with:

- A. Corrosion or deterioration caused by exposure to marine (salt water) atmosphere; moisture containing salt from atmospheric conditions; constant spray of any type of water; condensation of water vapor; drainage from rooftop equipment including venting

stacks; or corrosive chemicals such as metallic contact with or oxidation run off from copper, lead, or treated lumber, or corrosive chemicals such as ash or fumes generated from chemical plants, foundries, plating works, kilns, fertilizer factories, paper plants and the like.

- B. Alterations to the Project or Roof System without prior written approval and authorization of such alterations from TMP.
- C. Ventilators, skylights, internal or valley gutters, flashings, snow guards or penetrations of the Roof System associated with signs, vents, equipment or other causes unless specifically shown and detailed on the approved Shop Drawings.
- D. Damage to all or any part of the Roof System caused by acts of God or unspecified natural disasters such as but not limited to lightning, hail, fire, explosion, earthquake, winds in excess of those specified, accidents, vandalism, falling objects, civil commotions, terrorism, acts of war, or any other cause outside the direct control of TMP.
- E. Conditions that block the drainage or free flow of rain water or snow or ice melt, or allow or encourage ponding or standing water, or allow or encourage uncontrolled drainage onto any part of the Roof System.
- F. Inadequate vapor barriers or lack of adequate ventilation of attic spaces.
- G. Roofing underlayments that have granular or abrasive surfaces that can abrade any portion of the Roof System.
- H. Lack of regular, normal, or routine care in maintaining the Roof System.

In the event of a leak in the Roof System, both TMP and the Roofing Contractor must be notified in writing within 30 days. The Owner must allow representatives of TMP and the Roofing Contractor reasonable time and opportunity to inspect the Roof System. TMP shall, at its sole option, have the right to specify the repair work for stopping the leak, and reserves the right to undertake, supervise or approve the repair work. Owner agrees to reimburse TMP for all reasonable investigation costs incurred by TMP for leaks not warranted hereunder. Failure of Owner to properly notify or reimburse TMP releases TMP from any further liability under this agreement.

The Roofing System, if found to be defective, will be repaired, restored, or replaced at TMP's discretion. TMP reserves the right to discontinue items in its product line or offering. Should the product covered under this warranty be discontinued, TMP shall have the right to substitute a product of equal quality at its sole discretion. It is understood that normal exposure to the elements may preclude a perfect color or finish match with replacement materials. The warranty on repaired, restored, or replaced products supplied hereunder shall be for the remainder of the original warranty period.

This Warranty Agreement shall be null and void if TMP has not approved details and specifications regarding any installation, repair, restoration, or replacement work covered by this Warranty Agreement. This Warranty Agreement is tendered for the sole benefit of the original owner as named above and is not transferable or assignable. This Warranty Agreement becomes valid only when signed by the original Owner, the Roofing Contractor, and an authorized representative of TMP. This Warranty Agreement shall not apply and shall be null, void and of

no effect if TMP and the Roofing Contractor have not been paid in full for all their materials and services provided for the Project.

The "Date of Substantial Completion" is hereby defined as the earlier of (i) the date of the Owner's certificate of substantial completion for the Building or the Project, (ii) the date of the Owner's certificate of occupancy or actual occupancy of the Building or the Project, or (iii) six (6) months after the TMP Technical Representative's written acceptance (final inspection) of the roof.

THE WARRANTY SET FORTH IN THIS DOCUMENT SHALL BE TMP'S AND THE ROOFING CONTRACTOR'S SOLE WARRANTY AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF TMP OR THE ROOFING CONTRACTOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, REPAIR, OR PERFORMANCE OF THE BUILDING, THE PROJECT OR THE ROOF SYSTEM. LIABILITY UNDER THIS WARRANTY AGREEMENT SHALL BE LIMITED TO THE ACTUAL COST OF THE WARRANTY REPAIR WORK, SUBJECT TO THE LIMITATIONS SET FORTH HEREIN. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS WARRANTY AND THE LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE AND INCLUDING ANY CLAIM OR CAUSE OF ACTION) WITH RESPECT TO THE BUILDING, THE PROJECT AND THE ROOF SYSTEM SHALL BE LIMITED TO ITS REPAIR, RESTORATION, OR REPLACEMENT AT TMP'S OPTION AND IN TMP'S DISCRETION. THE ENTIRE LIABILITY OF TMP AND THE ROOFING CONTRACTOR SHALL NOT EXCEED THE LESSER OF EITHER (i) THE PRORATED PORTION OF THE ORIGINAL PAYMENTS MADE TO TMP FOR THEIR ROOFING MATERIALS AND PAYMENTS MADE TO THE ROOFING CONTRACTOR FOR THE INSTALLATION OF THOSE MATERIALS ONLY, OR (ii) THE DIRECT COST TO REPAIR, REPLACE, OR RESTORE THAT PORTION OF THE ROOF SYSTEM EVIDENCE LEAKS. IT IS EXPRESSLY AGREED THAT THE REMEDIES UNDER THIS AGREEMENT SHALL BE EXCLUSIVE.

IN NO EVENT SHALL TMP OR THE ROOFING CONTRACTOR BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES EVEN IF TMP OR THE ROOFING CONTRACTOR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE, WITH RESPECT TO THE PROJECT, THE OWNER, THE BUILDING, THE BUILDING'S CONTENTS OR OTHER MATERIALS, AND/OR CLAIMS OF THIRD PARTIES, WHETHER BASED UPON CONTRACT WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

The respective responsibilities of TMP and the Roofing Contractor shall be as follows:

During the first three (3) years, plus any applicable extension period(s), Roofing Contractor shall be solely liable for leaks in the Roof System caused by workmanship or improper installation of Roof System materials and for all such costs and expenses or repair, restoration or replacement of the Roof System as covered hereunder. In the event that such a roof repair, restoration, or replacement is necessary during the first three (3) years, or any extension thereof, ten the Roofing Contractor's liability shall be extended for a three (3) year period from the date of the last such repair, restoration, or replacement. TMP shall be solely liable for leaks of the Roof System caused by defects of materials manufactured by TMP only. After the expiration of such three (3) year period and all applicable extensions, TMP shall be solely liable for repair, restoration, and replacements of the Roof System. Its liability shall at all times be limited to the prorated portion of such costs and expenses or any repair, restoration, or replacement of the Roof System, based upon the date on which such failure occurs, and as stated in the following prorated table as a percentage of the covered costs and expenses which TMP will pay

**Prorated Schedule: None**

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. The laws of the State of Oregon shall govern the construction, interpretation, and performance of this Agreement. In the event that any provision of these terms and conditions shall be deemed illegal, unenforceable, or null and void, all remaining provisions shall remain in effect.

**ACCEPTED AND AGREE TO BY:**

**Taylor Metal Products, Inc.**

Signature of Authorized Representative:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**Roofing Contractor:**

Co. Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**Original Owner:** \_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

SAMPLE