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## WEATHERTIGHTNESS WARRANTY

Subject to the terms, conditions, and limitations contained in this document, APEC and the Roofing Contractor whose signature appears below warrants to the original building owner that the Roofing Contractor's workmanship on the roof system identified herein will be adequate to prevent leaks for the specified period from the substantial completion of the installation of the roof system. This warranty will be fully satisfied by the repair of the Roof System and any such repairs shall carry a warranty against leaks only for the then remaining balance of the original warranty period. MANUFACTURER'S AND ROOFING CONTRACTOR'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS WEATHERTIGHTNESS LIMITED WARRANTY IS LIMITED TO: (i) MANUFACTURER FOR \$3.50 PER SQUARE AND (ii) ROOFING CONTRACTOR FOR THE ORIGINAL COST OF THE INSTALLATION OF THOSE MATERIALS.

**Under no circumstances, shall either APEC or roofing contractor 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 expressly agreed that owner's remedies expressed or implied in this weathertightness limited warranty are owner's exclusive remedies.**

**Note 1:** The roofing contractor shall cause the Manufacturer 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 Date of Substantial Completion, extended by successive twenty-four (24) month periods from the date of any leaks reported or repaired with the relevant twenty-four (24) month period. In addition, the roofing contractor shall have the sole and exclusive responsibility to correct all erection and/or installation deficiencies in the Roof System for the entire duration of this Weathertightness Limited Warranty.

**Note 2:** Roof System is defined as the Manufacturer furnished roof panels, flashing and related items used to fasten the roof panels and flashing to the roof structure (including jack and curb attachment that have been preapproved, in writing, by the Manufacturer).

Project Name: \_\_\_\_\_ APEC Invoice Number: \_\_\_\_\_

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

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Roof Panel Type: \_\_\_\_\_ Gauge, Paint Finish, Color:

Roof Pitch: \_\_\_\_\_ Material Square Footage: \_\_\_\_\_ Date of  
Completion: \_\_\_\_\_

Building End Use:

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**Roofing Contractor:**

**Owner:**

\_\_\_\_\_  
By: \_\_\_\_\_ (sign)

By:

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

Title:

### **Terms, Conditions, Limitations**

- In the event of a roof leak at any time, both Roofing Contractor and Manufacturer must be notified in writing with thirty (30) days of the discovery. Failure of the owner to do so shall automatically relieve both Manufacturer and Roofing Contractor of any and all responsibility and/or liability under this Weathertightness Limited Warranty. Upon receipt of claim, Manufacturer will send a representative to the site to begin inspection of the system.
- If upon Manufacturer's inspection it is determined that the leaks in the Roof System are not covered by this warranty, the party requesting manufacturer's inspection shall be liable for all direct expenses incurred by Manufacturer to conduct the roof inspection.
- If upon Manufacturer's inspection it is determined that the leaks in the Roof System are caused by defects in the Manufacturer Roof System's material or in the workmanship of the Roofing contractor, Roof System repair obligations shall then arise in accordance herein, but Owner's remedies and Manufacturer's liability shall in any event be limited to the repair of the Roof System, subject to the cost limitations set forth above.
- Manufacturer shall have no liability or responsibility under or in connection with either this Weathertightness Limited Warranty or Roof System for failure by Roofing Contractor or any contractor or subcontractor to follow Manufacturer's recommended installation instructions or approved specifications or drawings for the layout, design and erection of the Roof System. It shall be the Roofing Contractor's sole and exclusive responsibility to strictly follow Manufacturer recommended installation instructions or approved specifications or drawings for the layout, design and erection of the Roof System.
- The improper use of recommended seaming equipment or use of other seaming equipment not recommended by the manufacturer will result in this and all warranties being void. Consult APEC for proper seaming procedures.
- Neither Manufacturer nor Roofing Contractor shall have liability or responsibility

under or in connection with either this Weathertightness Limited Warranty or the Roof System, if any one of the following occurs.

- Deterioration caused by marine (salt water) atmosphere or regular spray of salt or fresh water.
- 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 panel and trim with dissimilar materials such as copper, lead, graphite, or water runoff from these materials onto the panels and trim.
- Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
- Damaged caused by worker(s), other than Manufacturer's or Roofing Contractor's workers, on the roof.
- Natural disasters such as hurricanes, earthquakes, extraordinary winds, lighting, hail, fire, radiation, or other acts of God which are normally covered by hazard insurance.
- Alterations done to the Roof Systems without written authorization from Manufacturer.
- If the Owner fails to comply with the terms and/or conditions stated herein.
- If any panels or other parts are installed in a manner that does not permit proper drainage or are installed to allow water to cascade on any part of the Roof System.
- If roof leaks are due to ventilators, light transmitting panels, dormers, dead valleys, or penetrations of the roof associated with signs, vents, equipment, or other causes.
- Roof jacks and curbs are not preapproved by Manufacturer.
- If roof leaks are at a tie-in to an existing metal roof or a dissimilar roof such as BUR or a rubber roof.
- Failure to use long-life fasteners in all exposed applications.
- Deficiencies of the facility to which the Roof System is attached, such as structure, wall, or foundation movement.
- Failure to use Manufacturer provided or approved materials on any part of the Roof System.
- During the term of this warranty, Manufacturer, its sales representatives and employees shall have free access to the roof during regular business hours.
- Manufacturer shall not have any obligation under this Weathertightness Limited Warranty until final drawings of the completed roof are submitted to the Manufacturer by the Roofing Contractor and accepted in writing by Manufacturer. Such drawings must show the exact number, size, and location of all roof penetrations and roof top equipment. Photos of the roof should accompany the drawings.
- This warranty shall not become effective and Manufacturer shall not have any obligation under this warranty until all invoices issued by Manufacturer, Manufacturer's customer, and the Roofing Contractor have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.
- Neither Manufacturer nor Roofing Contractor shall be responsible for any consequential

damages or loss to the building, its contents or other materials.

- If the subject roof is covered by products of more than one roofing manufacturer, this Weathertightness Limited Warranty applies only to those portions of such roof which are covered solely by APEC manufactured products.
- Manufacturer 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.

**WARRANTY RESPONSIBILITY**

1<sup>ST</sup> through 2<sup>nd</sup> year, plus applicable extension period(s)  
.....Roofing Contractor

The remaining balance of the warranty  
period.....Manufacturer

This Weathertightness Limited Warranty is tendered for the sole benefit of the original Owner as named herein and is not transferable or assignable. It becomes valid only when signed by each of Roofing Contractor, Owner and Manufacturer.

APEC MAKES NO GUARANTEES, EITHER EXPRESSED OR IMPLIED OTHER THAN AS STATED HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS AND MERCHANTABILITY FOR ANY PURPOSE. APEC SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF ANY KIND WHATSOEVER.

**Manufacturer Acceptance:**

By: \_\_\_\_\_ (sign)

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

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