



## 20-YEAR WATERTIGHTNESS LIMITED WARRANTY

Building Owner: NAME  
Building/Job Name: NAME  
Building Location: LOCATION

MPS Job Number: 0000  
Date Roof Completed: 00/00/2020  
Square Footage: 0000

Metal Panel Systems (hereinafter referred to as MPS) 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 MPS 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 only for any then remaining balance of the original 20-year warranty period.

MPS's and Roofer's aggregate total cumulative liability under this warranty will be the replacement of materials furnished by MPS and the installation of those materials or the repair of any leaks caused by defective installation or materials at no cost to the owner. Neither MPS nor Roofer makes any other warranty whatever, express or implied. 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 parties and excluded from this 20-year Watertightness Limited Warranty. MPS does not in any way warrant the merchantability of the goods sold hereby. No warranties extend beyond the description on the face hereof. In no event shall any one or more of MPS 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, LIMITATIONS

1. Owner shall provide MPS and Roofer with written notice within thirty (30) days of the discovery of any leak(s) in the Roof. Failure of the Owner to do so shall automatically relieve MPS and Roofer of any and all responsibility and/or liability under this 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 Roofers responsibility [which shall be in lieu of any and all MPS liability during such period and any such extension(s)] shall be extended for a two-year period from the date of the last such repair. In any such case, MPS will be responsible only for the balance remaining after the end of such period and any and all extension(s) of the original twenty (20) year period from the date of completion of installation of the subject Roofing System.
3. If upon MPS's inspection, MPS determines that the leak(s) in the Roof are caused by defects in MPS materials or in the workmanship of the Roofer, Roof repair obligations shall then arise in accordance herewith, but Owner's remedies and MPS's liability shall in any event be limited to repair of the Roof, subject to the cost limitations set forth above. Otherwise, neither MPS nor Roofer shall have any liability. The Roofer's two-year liability (which is in lieu of any and all MPS 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.
4. Neither MPS 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 cause 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, and the like.
  - (c) Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
  - (d) Damage caused by worker(s) on the Roof.
  - (e) Any other cause beyond MPS'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 MPS'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 placed upon or attached to the Roof without prior written authorization from MPS, 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) MPS shall not have any liability or responsibility with leakage caused by ridge vents.
  - (m) MPS shall not have any liability or responsibility with failure of gutters and gutter accessories.
  - (n) Failure of roofing installation and the materials supplied by MPS for the flashings and metal roofing due to reaction of dissimilar metals will not be the responsibility of MPS and MPS will not be held liable for any claims due to failures caused by dissimilar metals.
5. MPS 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 detail for roof curbs, roof jacks, sealants, mastics, subframing and flashing furnished by MPS, [or to substitute therefore only products approved in writing in advance by MPS as equal (if provided by the contractor or subcontractor)].
6. During the term of this Warranty, MPS, its Sales Representatives and employees shall have free access to the roof during regular business hours.
7. MPS 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 both MPS and Roofer and each material supplier.

8. Neither MPS nor Roofer shall be responsible for any consequential damages or loss to the building, its contents or other materials.

9. Neither MPS 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 rights to exercise any rights in the future.

10. This 20-Year Watertightness Limited Warranty supersedes and is in lieu of any and all other warranties (whether expressed 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 parties and excluded from this 20-Year Watertightness Limited Warranty.

11. 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 MPS manufactured products.

12. Notwithstanding any other provision of this 20-Year Watertightness Limited Warranty, MPS 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 one which has a perm rating of .05 or less with sealed joints and perimeter.

(b) Inadequate ventilation of the attic space between a roof panel and insulation, when insulation is installed directly on top of an existing roof.

13. Roofing installation must be supervised by an authorized MPS installer or an individual that has been trained in the installation of MPS roofing products.

14. MPS roof panels must be made of a material which carries a 20-year durability warranty from MPSI, such as a 20-year warranty Kynar 500 painted panel.

WARRANTY RESPONSIBILITY

First through second year plus any applicable extension period(s) as described hereinabove: Roofer

The thereafter remaining balance of the first 20 years from the date of completion of installation the subject Roof: MPS

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

Except only as expressly provided herein, MPS makes no representation(s) or warranty(ies) of merchantability and warranty(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 MPS make any warrant or assume any obligation with respect to the validity of any patent(s), design(s), copyright(s), or trademarks 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 Ohio. MPS, Roofer and Owner specifically agree that any legal action brought relating to this Warranty will be brought and tried in the U, S. District Court For the Southern District of Ohio, Cincinnati Division, or in absence of federal jurisdiction, in a District Court of Hamilton County, Ohio, in Cincinnati, Ohio.

Roofing Contractor/Installer (Company Name):

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signature    typewritten name    title    date

Owner (Company Name):

\_\_\_\_\_  
signature    typewritten name    title    date

METAL PANEL SYSTEMS

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signature    typewritten name    title    date