



SENTRIGARD WEATHERTIGHTNESS WARRANTY BY FABRAL
LIMITED 15 YEAR LICV WEATHERTIGHTNESS WARRANTY



Building Owner:

Building:

Location:

Roofing System Description:

N B Handy Invoice Numbers:

Date of Final Material Shipment:

Dealer/Erector & Date of Substantial Completion:

First Inspection by & Date:

Final Inspection by & Date:

Warranty Expiration Date:

Fabral, a Euramax company, Lancaster, Pennsylvania ("Fabral" or "Seller") and the Dealer/Erector warrant to original building owner ("Owner") that within the Continental United States the Standing Seam Roof sold to you shall remain weathertight for a period of 15 years subject to the following terms and conditions.

TERMS AND CONDITIONS

1. DURATION OF WARRANTY

The Standing Seam Roof covered hereunder is warranted to the owner of above building ("Owner") to be weathertight for a period of 15 years from the date such panels are properly installed by a Fabral approved dealer or erector ("Dealer/Erector") provided such installation occurs within three months from the date of shipment of coil from Seller's point of manufacture.

2. OWNER'S OBLIGATIONS

- (a) Owner, or his designated Dealer/Erector, shall inspect material received from Seller prior to fabrication and installation so as to mitigate expenses of Seller to repair or replace coil.
(b) Owner or his designated Dealer/Erector shall install Standing Seam Roof System in accordance with Seller's installation instruction and accepted industry practices.
(c) Owner or his designated agent shall inspect the installation both inside and outside every year to ensure the roof remains in the as-installed condition.
(d) Owner shall periodically clean the roof to remove debris, silt and other contaminants and obstructions to flow of runoff. This cleaning shall be performed at least as frequently as the inspection in Paragraph "c" above.
(e) Any claim arising from this warranty for any cause whatsoever shall be deemed WAIVED by Owner unless written notice thereof is given to Seller within 30 days after discovery of claimed defect or 30 days from the time such defect should have been discovered after the exercise of reasonable diligence and within the stated warranty period. Seller shall be given reasonable opportunity to inspect the installation prior to Owner making or causing to be made any repairs to the Standing Seam Roof. No components or materials shall be returned to Seller without Seller's inspection and approval and receipt from Seller of written shipping instructions.
(f) To be effective, Owner's notice shall include such records as necessary to enable Seller to establish the latter's order number, invoice number, date of shipment and the date of

installation of the Standing Seam Roof and components. These records must be duly authenticated, made in the ordinary course of business and be contemporaneous with the events noted therein. Owner shall, on demand, present evidence that establishes that any claimed defect is due to a breach of the warranty stated herein, and that the conditions of warranty have been fulfilled.

- (g) If the claim is not found to be the fault of the Fabral roofing system and if deemed appropriate by the Seller or Dealer/Erector, all related site visitation costs incurred by the Seller, the Seller's agent or the Dealer/Erector would be the responsibility of the Owner.

3. EXCLUSIVE REMEDY

- (a) If it is determined to Seller's reasonable satisfaction, upon inspection by Seller, that the roof is not weathertight and that the cause of the failure is directly attributable to a defect in Seller's Standing Seam Roof, the Seller's liability and Owner's sole remedy shall be limited to repair or replacement at Seller's option, with Seller paying both material and labor costs to repair or to remove defective material and install replacement material. Notwithstanding Seller's approval of Dealer/Erector, Seller shall in no case be liable for claims directly resulting from improper or incorrect installation, design or panel fabrication of Seller's material. Liability for improper or incorrect installation, design or panel fabrication shall be the sole responsibility of the installer for the entire warranty period. In no event shall the total liability of this warranty exceed the original cost of the material supplied by Seller plus the original installation costs of that material to the owner.
(b) Owner hereby WAIVES all remedies and damages not expressly provided herein, including, but not limited to, damages to property and incidental or consequential damages for loss of use, loss of revenue or loss of profit.

4. EXCLUSION OF WARRANTIES

- (a) THE WARRANTY DESCRIBED HEREIN SHALL BE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY DESCRIBED HEREIN, THE SELLER DISCLAIMS AND OWNER WAIVES ANY LIABILITY OF SELLER IN TORT, STRICT OR OTHERWISE, OR OTHERWISE IN LAW OR EQUITY, FOR DAMAGES, DIRECT OR CONSEQUENTIAL,

RESULTING FROM A DEFECT IN DESIGN, MATERIAL, WORKMANSHIP, OR MANUFACTURE, WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE.

Seller reserves the right to terminate this warranty except with respect to orders which it has already accepted upon the giving of written notice thereof.

- (b) THIS WARRANTY IS NULL AND VOID UNDER OR UPON THE OCCURRENCE OF ANY OF THE FOLLOWING CONDITIONS, WHETHER OR NOT SUCH CONDITIONS RESULT FROM OR ARE OCCASIONED BY THE NEGLIGENCE OR FAULT OF ANY OTHER PARTY: (1) FAILURE FORTH IN PARAGRAPH 2 ABOVE: (2) ALTERATION OR REPAIR OF ROOF OTHER THAN AS SPECIFIED IN PARAGRAPH 2: (3) MODIFICATIONS MADE TO THE ROOF, INCLUDING ROOF PENETRATIONS, WITHOUT PRIOR WRITTEN APPROVAL OF SELLER. SUCH MODIFICATIONS INCLUDE, BUT ARE NOT LIMITED TO, THE ADDITION OR RELOCATION OF ROOF MOUNTED LOUVERS, HVAC UNITS, CURB BOXES, PIPE PENETRATIONS AND VENTILATORS: (4) DAMAGE RESULTING FROM SUBSTRATE SETTLEMENT, EXPANSION, CONTRACTION, CRACKING, WARPING, DEFLECTION FAILURE OF STRUCTURAL LOAD BEARING MEMBERS OR MOVEMENT OF THE ROOF, WALLS, STEEL FRAME OR SECONDARY STRUCTURAL MEMBERS OF BUILDING SYSTEMS OR EQUIPMENT, INCLUDING BUILDING FOUNDATIONS AND VIBRATING, RECIPROCATING OR ROTATING MACHINERY: (5) DAMAGE RESULTING FROM NATURAL DISASTERS SUCH AS TORNADOS, HURRICANES, HAIL, FLOOD, CYCLONES, SAND STORMS, EARTHQUAKES OR LIGHTNING: (6) CHANGES IN BUILDING USAGE OR UTILIZATION: (7) ACCIDENTS, VANDALISM, FIRE OR OTHER ACTS OF GOD: (8) STANDING WATER (PONDING) WITH PARTICULAR REFERENCE TO PROTECTIVE FINISH OF ROOF PANELS: (9) CORROSION DUE TO ATMOSPHERIC CONTAMINANTS OR CONTAMINANTS GENERATED INSIDE THE BUILDING, INCLUDING MOISTURE BUILDUP DUE TO INADEQUATE OR POOR VENTILATION OF INTERIOR. THE FACT THAT CONTAMINANTS MAY NOT HAVE BEEN IDENTIFIED OR EXISTENT AT TIME OF INSTALLATION SHALL NOT OBLIGATE THE SELLER UNDER THE PROVISIONS OF THIS WARRANTY: (10) DAMAGE RESULTING FROM FALLING OBJECTS, PROJECTILES, HOWEVER, PROPELLED, FOOT TRAFFIC, STORAGE OF MATERIAL OF ANY KIND ON THE ROOF, RECREATIONAL ACTIVITIES, MISUSE OR OTHER ABUSE OF THE ROOF: (11) MOVEMENT OR DETERIORATION OF METAL COMPONENTS IN DIRECT CONTACT WITH OR ADJACENT TO THE SELLER'S ROOF SYSTEM UNLESS SUCH COMPONENTS ARE AN INTEGRAL PART OF THE ROOF SYSTEM AND HAVE BEEN APPROVED OR DESIGNED BY SELLER AS A PART OF THE ROOF SYSTEM PURCHASED BY OWNER: (12) FAILURE OF ANY MATERIALS, ASSEMBLIES OR COMPONENTS FURNISHED BY OTHERS WHETHER IDENTIFIED TO SELLER AT THE TIME OF BID OR NOT: (13) FAILURE OF INTERNAL, EXTERNAL, OR CONCEALED GUTTERS AND DOWNSPOUTS, OR WATER INFILTRATION CAUSED BY THESE GUTTERS: (14) DAMAGE RESULTING FROM WATER ALLOWED TO CASCADE ONTO ANY PART OF THE ROOF SYSTEM (15) DAMAGE CAUSED BY AN UNEVEN OR ROUGH SURFACE OR PROTRUSIONS BELOW THE PANELS.

5. TRANSFERS, ASSIGNMENTS AND REPRESENTATIONS

This warranty is extended to Owner as the original purchaser from Seller or a Dealer/Erector and is only transferable after the project has been reinspected, any corrective work performed at the owner's expense and a new fee paid to Fabral to transfer the warranty. Contact Fabral for details.

6. TERMINATION

7. ENTIRE AGREEMENT/MERGER

Oral statements made by Seller's representatives and written descriptions of the products appearing elsewhere than on the face hereof are not warranties and shall not be relied upon by Owner. This writing constitutes the final, complete and exclusive expression of the terms of the parties' agreement. Any modification hereof, to be effective, shall be in writing, shall expressly refer to this warranty, and shall be signed by an authorized representative of Seller.

8. LACK OF PAYMENT

Neither Fabral, nor the Dealer/Erector shall have any obligation under this warranty until all bills for installation, materials and services have been paid in full to Fabral and the Dealer/Erector.

9. DEALER/ERECTOR'S OBLIGATIONS

- (a) The Dealer/Erector is responsible for making the roofing system weathertight for a period of two years before Fabral takes over the warranty obligation. Written confirmation from the Owner that the roofing system has been weathertight for two years must be provided by the Dealer/Erector.
- (b) The Dealer/Erector agrees to do warranty repair work requested by the Seller for the entire warranty period and after the Seller's obligation begins to charge a reasonable rate for such warranty work.

10. CHOICE OF LAW AND FORUM SELECTION

The interpretation of the terms of this warranty shall be governed by the law of the State of Pennsylvania. Fabral and Owner agree that in consideration of Fabral's and Owner's undertakings under this warranty, the adequacy of which is acknowledged by Fabral and Owner, any dispute related to this warranty or the subject matter of the terms herein may only be brought in a competent court in the State of Pennsylvania, USA.

11. CONDITIONS

For this guarantee to be effective, it must be validated by an authorized representative of Fabral and applies only to a specific project. Notice shall be given by letter mailed to Fabral, 3449 Hempland Road, Lancaster, PA 17601; Attention: Guarantee Service. Owner shall return a sample of the defective product to a destination designated by Fabral at Owner's expense, if Fabral requests such return. Fabral's obligations under this guarantee may be performed at Fabral's direction by a dealer, contractor or distributor appointed by Fabral for the purpose. Fabral reserves the right to discontinue or make changes in any of their products.

WARRANTY RESPONSIBILITY

Two (2) years weathertight: Dealer/Erector (Certified by Fabral)

Remainder of warranty period: Fabral

DEALER/ERECTOR

By: \_\_\_\_\_  
(TITLE)

Date: \_\_\_\_\_ DEALER/ERECTOR PHONE # \_\_\_\_\_

OWNER: \_\_\_\_\_

FABRAL BY:

\_\_\_\_\_  
Director - Product and Application Engineering

DATE: \_\_\_\_\_ FABRAL PHONE# (717) 397-2741

NBH LICV-117 15 yr 02/08 © 2004 FABRAL