

35-YEAR WEATHERTIGHT LIMITED WARRANTY

Project Name: _____
Address: _____

Building Owner: _____
Address: _____

Telephone: _____

Panel Manufacturer: _____
Address: _____

Telephone: _____

Installation Contractor: _____
Address: _____

Telephone: _____

Area of Metal Roof: _____ Square Feet

Date of Completion: _____

Effective Date: _____

Expiration Date: _____

Type of Product Approved and Applied: _____

WARRANTY PROVISIONS FOR MATERIAL AND WORKMANSHIP

Sheffield Metals LLC, a Cleveland Ohio limited liability company d/b/a "Sheffield Metals International" (here after "Sheffield") and the Installation Contractor identified above hereby jointly and severally warrant to the Building Owner identified above (here after "the Owner") that, subject to each and every item, condition, limitation and allocation of warranty and responsibility stated herein, for a period of 35 years commencing with the date of completion of installation of the roofing system identified above (here after "roofing system), should leaks develop in the roofing system due solely to defects in the material provided by Sheffield, manufacturing defects, ordinary wear and tear by the elements or workmanship on the part of the Installation Contractor, then Sheffield and the Installation Contractor identified above shall be responsible for all cost of the repairs necessary to return the roofing system to a watertight condition. This Warranty will be fully satisfied by repair of the roofing system, and any such repairs shall carry a warranty against leaks only for the then remaining balance of the original 35-year Warranty Period. Sheffield and the Installation Contractor's aggregate cumulative liability under this 35 year Weathertight limited warranty is limited to the dollar amount of the owners original payment made for the materials furnished by Sheffield and for the installation of those materials only. The Installation Contractor shall be solely responsible for all costs and expenses for the repair and/or replacement of the roofing system arising as a result of defective workmanship or installation during the first 2 years after completion of installation of the roofing system, extended by successive 24 month period from the date of any leaks reported or repaired within the relevant 2 year period. For the remaining term of this Warranty, Sheffield warrants to the owner, should leaks develop in the Roofing System due solely to manufacturing defects, ordinary wear and tear by the elements or workmanship on the part of the Installation Contractor, then subject to each and every term, condition and limitation contained herein, shall be responsible for completing such repairs to the Roof System as necessary to return it to a watertight condition.

EXCLUSIONS

This Limited Warranty shall apply only to roofing systems installed in areas of normal atmospheric exposure and specifically does not cover leaks caused in whole or in part by the following:

1. Marine (salt water) atmosphere or regular spray of either salt or fresh water.
2. Exposure to or fallout from corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing plant, paper manufacturing plant or the like. Any harmful or corrosive substance or any condensate contained within or generated or released from inside the building.
3. Vent Pipe Flashing manufactured from Rubber based products, any exposed fasteners not in the approved installation details.
4. All mechanical seam panel profiles must be mechanically seamed per Sheffield Metals installation details.
5. Any condensation or corrosion which is or was caused at any time, in part or in whole, as a result of (a) the use of an inadequate vapor barrier (perm rating of 0.5 or less with sealed joints and perimeter) when the insulation is installed immediately beneath the roof panels and/or (b) inadequate ventilation of the attic space between a roof panel and insulation when the installation is installed directly on top of an existing roof.
6. Worker traffic on the roof, other than traffic during the course of installation.
7. Hail, fire, lightning, gale force winds, hurricane, tornado, earthquake or any other act of God.



8. Alterations such as, but not limited to, the placement of structures, fixtures or utilities upon or to the roof without prior written authorization from Sheffield.
9. Repairs performed to the roof and/or materials furnished with regard to such repairs by an entity or entities other than Sheffield or the Installation Contractor.
10. Failure by the Owner or any lessee or other occupant or user of the Building to take reasonable care in maintaining the roof system, such as, but not limited to, failure to clean the gutter, valleys, etc., so as to allow water to run off without interruption.
11. Faulty building design or construction.
12. Birds, vermin, rodents, insects or other animals or pests.
13. Settlement, failure or cracking of the roof deck, walls or foundation of the Building, or defects or failures of coping gravel-stop due to cracking of walls or any part of the building structure.
14. Any other event, occurrence or cause beyond the control of Sheffield and/or the Installation Contractor.
15. Failures due to the use of fasteners other than stainless steel and without an adequate barrier, that comes in contact with Pressure Treated/ACQ Treated Lumber.

NOTICE OF CLAIMS AND GENERAL PROVISIONS

All claims hereunder must be submitted in writing and sent by certified mail, return receipt requested, to Sheffield (address below) within the Warranty Period and within 30 days of discovery of any leak in the roofing system. Failure of the Owner to do so shall automatically relieve both Sheffield and the Installation Contractor of any and all responsibility and/or liability under this 35-Year Weathertight Limited Warranty. Upon receipt of a Warranty Claim, from either the owner or the Installation Contractor, Sheffield will send a representative to the location specified for an inspection of the roof. If during Sheffield's inspection Sheffield determines that the leak or leaks in the roof are not covered by this Warranty, the party requesting Sheffield's inspection shall be liable for all direct expenses incurred by Sheffield to conduct the roof inspection.

This warranty is tendered for the sole benefit of the owner and is transferable for the remainder of the original warranty term only when the following conditions have been met:

1. A re-inspection of the roofing system performed by a Sheffield representative is done and the roof is found acceptable under the warranty conditions.
2. Transfer fee and re-inspection fee is paid and warranty paperwork is re-issued.

During the term of this warranty Sheffield and the Installation Contractor and their representatives shall have access to the roof during normal business hours and notice to the owners.

Notwithstanding any other provision contained herein, Sheffield shall not have any liability or responsibility under this Warranty for any roofing products or materials that were not supplied by Sheffield and this Warranty applies only to those portions of the Roofing System which was constructed solely with products and materials supplied and or approved by Sheffield, nor shall Sheffield have any liability or responsibility under or in connection with this Warranty if the Installation Contractor fails to follow Sheffield's Technical Department approved installation details, instructions for the layout, design and erection of the roofing system, or if the roofing system is constructed in such a manner as not to permit proper drainage of water from all surfaces, but rather to permit standing or ponding water. Sheffield nor the Installation Contractor's failure at any time to enforce any of the terms or conditions of this Warranty shall be deemed or construed as a waiver of any provision herein or of the ability to exercise their rights in the future in accordance with this Warranty.

Neither Sheffield nor the Installation Contractor shall have any obligation under this Warranty unless all invoices for materials, installation and services have been paid in full by or on behalf of the Owner.

This document constitutes the entire Warranty made by Sheffield and the Installation Contractor. No modification or amendment to this Warranty shall be binding on Sheffield or the Installation Contractor unless made in writing and signed by both parties authorized representatives. The terms, conditions and provisions contained in this Warranty may be waived only in writing and signed by a Sheffield authorized representative. No oral statements, course of conduct, or course of dealing shall be deemed or constitute a waiver.

This Warranty shall be governed by and enforced in accordance with the laws of the State of Ohio.

Executed this: _____ Day of _____, 20

Sheffield Metals International
5467 Evergreen Parkway
Sheffield Village, OH 44054

Installation Contractor

By: _____

By: _____

Name Printed: _____

Name Printed: _____

Title: _____

Title: _____

Owner

By: _____

Name Printed: _____

Title: _____