



1285 Ritner Highway Carlisle, PA 17013 1-800-453-2554 Fax 1-717-960-4485 www.carlislemetalproducts.com

**20 YEAR NO DOLLAR LIMIT
WEATHER TIGHTNESS LIMITED WARRANTY AGREEMENT**

Warranted Building: _____
Address: _____

Telephone: _____

Building Owner: _____
Address: _____

Telephone: _____

General Contractor: _____
Address: _____

Telephone: _____

Panel Manufacturer: _____
Address: _____

Telephone: _____

Installation Contractor: _____
Address: _____

Telephone: _____

Area of Metal Roof: _____ Square Feet:

Date of Completion: _____

Type of Product Approved and Applied: _____

WARRANTY PROVISIONS FOR MATERIAL AND WORKMANSHIP

Carlisle Metal Products, a Delaware corporation (hereinafter "CMP") hereby severally warrants to the Building Owner identified above (hereinafter "the Owner") that, subject to each and every item, condition, limitation and allocation of warranty and responsibility stated herein, for a period of twenty (20) years commencing with the date of completion of installation of the roofing system identified above (hereinafter "roofing system), should leaks develop in the roofing system due solely to defects in the material provided by CMP, manufacturing defects, ordinary wear and tear by the elements or workmanship on the part of the Installation Contractor, then CMP alone shall be responsible for all cost of the repairs necessary to return the roofing system to a water tight 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 20-year Warranty period. This Warranty only covers those leaks that have been reported to CMP in writing within thirty (30) days of discovery by the Owner.

CMP MAKES NO OTHER WARRANTY WHATEVER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. ALL WARRANTIES WHICH EXCEED, DIFFER FROM OR EXTEND BEYOND THOSE EXPRESSLY PROVIDED HEREIN ARE DISCLAIMED BY EACH AND ALL THE PARTIES HERETO AND ARE EXCLUDED FROM THIS 20-YEAR WEATHER TIGHT LIMITED WARRANTY. IN NO EVENT SHALL CMP HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR, CONSEQUENTIAL DAMAGES OR LOSS TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, WHETHER THE OWNER'S CLAIM BE BASED IN CONTRACT, TORT WARRANTY, STRICT LIABILITY OR ON ANY OTHER THEORY OR CAUSE OF ACTION. ALL RIGHTS, OBLIGATIONS, REMEDIES AND LIABILITIES OF THE PARTIES HERETO RELATING TO OR ARISING FROM CLAIMS OF DEFECTIVE GOODS AND/OR WORKMANSHIP SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS OF THIS 20-YEAR WEATHER TIGHT LIMITED WARRANTY AND THOSE TERMS MAY NOT BE MODIFIED OR AMENDED ORALLY. IT IS EXPRESSLY AGREED THAT THE OWNER'S REMEDIES EXPRESSLY PROVIDED HEREIN ARE THE OWNER'S EXCLUSIVE REMEDIES.

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. If an Aluminum roof system is installed, the Substrate Warranty guide lines and Maintenance Instructions must be followed as stated in the Non-Prorated 35- Year Paint and Aluminum Substrate Warranty to avoid exclusion.
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.
4. 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.
5. Worker traffic on the roof, other than traffic during the course of installation.
6. Hail, fire, lightning, gale force winds, hurricane, tornado, earthquake or any other act of God.
7. Alterations such as, but not limited to, the placement of structures, fixtures or utilities upon or to the roof without prior written authorization from CMP.
8. Repairs performed to the roof and/or materials furnished with regard to such repairs by an entity or entities other than CMP or a CMP Certified Installation Contractor.
9. 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.
10. Faulty building design or construction.
11. Birds, vermin, rodents, insects or other animals or pests.
12. 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.
13. Any other event, occurrence or cause beyond the control of CMP.
14. 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.

In addition, CMP shall have no liability or responsibility under or in connection with this Warranty if the Installation Contractor or any subcontractor fails to use all roof curbs, roof jacks, sealants, mastics, sub-framing, roof panels, clips, fasteners, and flashings provided by CMP or approved or required by CMP, nor shall CMP have any liability or responsibility under or in connection with this Warranty if the Installation Contractor fails to follow CMP's standard recommended installation 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.

NOTICE OF CLAIMS AND GENERAL PROVISIONS

All claims hereunder must be submitted in writing to CMP within the Warranty Period and within thirty (30) days of discovery of any leak in the roofing system. Failure of the Owner to do so shall automatically relieve CMP of any and all responsibility and/or liability under this 20-Year Weather Tightness Limited Warranty. Upon receipt of a warranty claim, in writing from the owner, CMP will send a representative to the location specified for an inspection of the roof. If during CMP's inspection CMP determines that the leak or leaks in the roof are not covered by this Warranty, the party requesting CMP's inspection shall be liable for all direct expenses incurred by CMP to conduct the roof inspection.

FAILURE TO FOLLOW THESE GUIDELINES MAY VOID THIS WARRANTY AND RELIEVE CMP OF ANY AND ALL RESPONSIBILITY AND/OR LIABILITY UNDER THE TERMS OF THE WARRANTY.

All notices given pursuant to this Warranty shall be in writing and sent by certified mail, return receipt requested, to CMP at the following address:

Carlisle Metal Products
Technical Department
1285 Ritner Highway
Carlisle, PA 17013

During the term of this Warranty, CMP and the Installation Contractor, their sales representatives and employees, shall have free access to the roof during regular business hours upon reasonable notice to the Owner. Notwithstanding any other provision contained herein, CMP shall not have any liability or responsibility under this Warranty for any roofing products or materials that were not supplied by CMP and this Warranty applies only to those portions of the roofing system which was constructed solely with products and materials supplied by CMP.

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

The invalidity or unenforceability of any provisions of the Warranty shall not affect the enforceability and validity of any remaining provisions, and this Warranty shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

This Warranty is tendered for the sole benefit of the Owner identified above and is not transferable or assignable. CMP shall not 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.

CMP's failure at any time to enforce any of the terms or conditions of this Warranty shall not 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. This Warranty shall be governed by and enforced in accordance with the laws of the Commonwealth of Delaware.

Executed this: _____ Day of _____, 2011

Carlisle Metal Products
1285 Ritner Highway
Carlisle, PA 17013

BY: _____ ATTEST: _____
Title: _____

BUILDING OWNER:

BY: _____ ATTEST: _____
Title: _____

SAMPLE