

**CONSTRUCTION METAL PRODUCTS, INC.
TWENTY YEAR NO DOLLAR LIMIT WATER TIGHTNESS WARRANTY**

Manufacturer: Construction Metal Products, Inc.
Address: 2204 West Front Street
 Statesville, NC 28677
Telephone: (704) 871-8704
Installation Contractor:
Address:

Telephone:
Owner:
Building Name & Location:

Architect:
Address:

Telephone:
General Contractor:
Address:

Telephone:
Area of metal roof:
Type of products
Approved and applied:
Contract price:

Sample

WARRANTY PROVISIONS FOR MATERIALS AND WORKMANSHIP

Construction Metal Products, Inc., a North Carolina Corporation (hereinafter "CMP"), and the Installation Contractor identified above, hereby warrant to the Owner listed above that for a period of twenty (20) years from the date of substantial completion of the Roofing System applied to the above described Building, 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, they shall be responsible for completing such repairs to the Roofing System as are necessary to return it to watertight condition. Notwithstanding anything contained herein to the contrary, during the first five years of the Warranty, CMP shall only be responsible for water leaks caused by defects in material. The Installation Contractor shall be solely responsible for any and all costs to correct any roof water leak caused by defective workmanship or installation for the first five years after substantial completion. For the next five years of this warranty, CMP will correct water leaks caused by defective material and will be jointly responsible with the Installation Contractor for labor costs incurred to correct leaks caused by defective workmanship. The total cost of such warranty repairs will be split equally between CMP and the Installation Contractor listed on this Warranty. During years 11 through 20, CMP will be solely responsible for any and all costs to correct any leak in the Roofing System due to manufacturing defects or workmanship and to return the Roofing System to a watertight condition.

EXCLUSIONS

The 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 one of the following:

1. Marine (salt water) atmosphere or regular spray of either salt or fresh water.
2. Heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing plant, paper or the like.
3. Any corrosive substance or condensate of any harmful substance contained, generated or released from inside the building or condensation from the underside of the roof.
4. Worker traffic on the roof, other than traffic during the course of installation.
5. Hail, fire, lightning, hurricane, tornado, earthquakes or any unusual acts of God.
6. Alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from CMP or repairs performed or materials furnished by entities other than CMP or the Installation Contractor.
7. Failure by the Owner or any lessee or other occupant or user of the Building to take reasonable care in maintaining the roof, such as cleaning the gutters, valleys, etc. so as to allow water to run off uninterruptedly.
8. Faulty building design or construction.
9. Birds, vermin, rodents, insects or animals or pests.

10. Settlement, failure or cracking of the roof deck, walls or foundation of the building, or defects or failures of coping gravelstop due to cracking of walls or any part of the building structure.
11. CMP shall have no liability or responsibility under or in connection with the Warranty if the Installation Contractor failed to use all roof curbs, roofjacks, sealants, mastics, sub-framing, roof panels, clips, and flashings provided by CMP or approved by CMP, nor shall CMP have any liability or responsibility in connection with this Warranty if the Installation Contractor failed to follow CMP's standard recommended installation instructions for the layout, design and erection of the Roofing System, or the Roofing System is constructed in such a manner as not to permit drainage of water from all surfaces and permit standing or ponding water.
12. Any other cause beyond the control of CMP and the Installation Contractor.

THE WARRANTY CONTAINED HEREIN EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WITH EXTENT BEYOND THOSE EXPRESSLY PROVIDED IN THIS WARRANTY. CMP AND THE INSTALLATION CONTRACTOR SHALL NOT BE LIABLE TO THE OWNER FOR ANY CLAIM BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OR WARRANTY, TORT OR OTHER THEORY OR CAUSE OR ACTION, NOR SHALL THEY BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER ARISING OR BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSS TO THE BUILDING, ITS CONTENTS OR OCCUPANTS.

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 the discovery of any leak in the Roofing System. Failure of the Owner to do so shall relieve CMP and the Installation Contractor of any and all responsibility and/or liability under the terms hereof. If, after inspection by CMP, it is determined that the leak is caused by defects in the Roofing System's material or workmanship in accordance with this Warranty, the Roofing System shall be repaired in accordance herewith. Such work shall be completed within a reasonable period of time after notice to CMP of the weathertightness or watertightness failure. The Owner's exclusive remedy and CMP's and the Installation Contractor's liability shall be limited to repair of the Roofing System and their liability for the cost of said repairs shall not exceed the dollar amount paid by the owner for the Roofing System, including the cost of installation. All notices given under or pursuant to this Warranty shall be in writing and sent by certified mail, return receipt requested, to CMP and the Installation Contractor to the following addresses:

**Warranty Department
Construction Metal Products, Inc.
2204 West Front Street
Statesville, NC 28677**

During the term of this Warranty, CMP and the Installation Contractor, their sales representatives and employees, shall have free access to the roofing during regular business hours upon reasonable notice to the Building Owner.

This document constitutes the entire Warranty made by CMP and the Installation Contractor. No modification or amendment of this Warranty shall be binding on CMP or the Installation contractor unless made in writing and signed by their authorized representatives. The terms, conditions and provision contained in this Warranty may be waived only in writing signed by CMP. 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 this 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 shall be governed by and construed in accordance with the laws of the State of North Carolina.

This Warranty is tendered for the sole benefit of the Owner as named above and is not transferable or assignable.

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

Executed as of this ___ Day of __ 20__

ATTEST:

MANUFACTURER

Construction Metal Products, Inc.
2204 West Front Street, Statesville, NC 28677

BY: _____

TITLE: _____

ATTEST:

INSTALLATION CONTRACTOR

BY: _____

TITLE: _____

ATTEST:

OWNER

BY: _____

TITLE: _____