

**LIMITED WARRANTY AGREEMENT
FOR WEATHER-TIGHTNESS LIMITED WARRANTY**

THIS LIMITED WARRANTY AGREEMENT, dated _____ sets forth the understanding and agreement between the parties concerning the limited warranty with respect to the following:

BUILDING OWNER: City of Cape Canaveral Volunteer Fire Department
BUILDING TYPE:
BUILDING LOCATION:
JOB NUMBER:
ROOFING SYSTEM TYPE:
DATE OF COMPLETION:
CONTRACT AMOUNT (material and installation only):
WARRANTY TYPE: Full System (excluding gutters, downspouts, skylights, roof curbs, pipe penetrations, vented flashings)

PETERSEN ALUMINUM CORPORATION ("PAC") and the Roofing Contractor whose signature appears below ("**Roofing Contractor**") severally warrant to the above-named Building Owner ("**Owner**") that subject to all terms, conditions, limitations, allocations, and responsibilities stated herein, PAC's materials and workmanship and Roofing Contractor's workmanship in installing the PAC Roofing System ("**Roofing System**") on the above-named building will be adequate to prevent leaks for (XX) years commencing with the above date of completion of installation of the subject Roofing System.

Limited Warranty Terms and Conditions

1. This warranty will be fully satisfied by repair of the Roofing System, and any such repair shall be subject to this limited warranty against leaks only for any then remaining balance of the original XX-year warranty period. PAC and Roofing Contractor's aggregate total cumulative liability under this 20-year Weather-tightness Limited Warranty is limited to an amount equal to the sum of the price paid by Owner to PAC for materials furnished by PAC plus the price paid by Owner to the Roofing Contractor for the installation of those materials.
2. If upon PAC's inspection, PAC determines that the leaks in the Roofing System are caused by defects in the PAC Roofing System's material or in the workmanship of Roofing Contractor, Roofing System repair obligations shall then arise in accordance herewith, but Owner's remedies and PAC's and Roofing Contractor's liability shall in any event be limited to repair of the Roofing System, subject to the cost limitations set forth above. Otherwise, neither PAC nor Roofing Contractor shall have any liability hereunder.

3. Neither PAC nor Roofing Contractor shall have any liability or responsibility under or in connection with either this XX-year Weather-tightness Limited Warranty or for leaks in the Roofing System, or otherwise, if any one or more of the following shall occur:
 - a. deterioration caused 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, 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. damage to the Roofing System caused by natural disasters, including, but not limited to, lightning, or any strong wind, hurricane, fire, explosion, tornado, or earthquake or other accident or casualty;
 - f. failure by any contractor or subcontractor to follow PAC's recommended installation instructions for the layout, design and erection of the Roofing System, or other faulty or improper installation, (provided that if the faulty or improper installation is by Roofing Contractor, then only PAC shall be relieved of liability hereunder);
 - g. if, after installation of the Roofing System by Roofing Contractor, there are any alternations, such as, but not limited to, structural changes involving the Roofing System, or by structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from PAC;
 - h. if there is any failure by the Owner or Lessee or other occupant or user to use reasonable care in maintaining the roof;
 - I. if Owner fails to comply with every term and/or condition stated in this Limited Warranty Agreement;
 - j. improper fabrication in the event fabrication is by other than PAC;
 - k. damage as a result of standing water in non-vertical application;
 - l. improper job site handling or storage (which includes failure to permit drainage of standing water);
 - m. vandalism, falling objects, civil commotions or acts of war, atomic radiation, acts of God, or other such similar or dissimilar occurrences beyond PAC's control.

4. Notwithstanding any other provision of this Limited Warranty Agreement, PAC shall not have any liability or responsibility at any time for, or as a consequence of, any condensation of underside corrosion which is, or was caused at any time, wholly or in part, by any condensation resulting from either or both of the following:

- i. The use of any 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 greater than .05 or less with sealed joints and perimeter.
 - ii. The inadequate ventilation of the attic space between a roof panel and insulation, when insulation is installed directly on top of an existing roof.
5. PAC shall not have any liability or responsibility under or in connection with either this Limited Warranty Agreement or for the Roofing System in the event of a failure by any contractor or subcontractor to use only roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips, and flashing provided by PAC or such substitutes therefor approved by PAC in writing prior to their use.
6. PAC shall not have any obligation under this Weather-tightness Limited Warranty Agreement until final drawings of the completed roof are submitted to PAC by the roofing Contractor and accepted in writing by PAC. Such drawings must show the exact number, size and location of all roof penetrations and roof top equipment. Photos of the roof should accompany the drawings.
7. Neither PAC nor Roofing Contractor shall have any obligation under this Weather-tightness Limited Warranty Agreement until all bills for installation, supplies, and services have been paid in full to each of PAC, Roofing Contractor, and each material supplier, including the payment to PAC of the additional cost of this Limited Warranty.
8. Neither PAC's nor Roofing Contractor's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of any such provision or of the right thereafter to exercise any right granted thereunder.
9. This Weather-tightness Limited Warranty supersedes and is in lieu of any and all other warranties (whether express or implied) that are either in addition to or in conflict with the terms or conditions stated herein. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY ALL OF THE PARTIES HERETO AND EXCLUDED FROM THIS 20-YEAR WEATHER-TIGHTNESS LIMITED WARRANTY. NEITHER PAC NOR ROOFING CONTRACTOR ASSUMES ANY LIABILITY FOR, AND THIS WARRANTY DOES NOT COVER, CONSEQUENTIAL DAMAGES OF ANY KIND WHICH RESULT FROM ANY FAILURE OF, USE OR MISUSE OF THE ROOFING SYSTEM. THIS IS THE ENTIRE WARRANTY AGREEMENT AND NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE BY EITHER PAC OR THE ROOFING CONTRACTOR.

10. If the subject roof is covered by products of more than one roofing products manufacturer, this Limited Warranty Agreement applies only to those portions of such roof which are covered solely by PAC-manufactured products.
11. Roofing installation must be supervised by an individual who has been approved in writing by PAC.
12. This Limited Warranty is intended only for use when reroofing an existing building and for new roof applications on conventional construction, and is not applicable when the roofing material is installed over new, pre-engineered metal building structures.
13. Roof panels must be made of a material which carries a 20-year durability warranty from PAC.
14. Any claim hereunder for leakage must be presented to PAC in writing within the warranty period and, in each case, within (30) days after discovery of the leak. Failure to do so shall automatically render this warranty void. The Owner must allow representatives of PAC reasonable opportunity to inspect the material claimed to be defective prior to removal or repair. If, after inspection of the material, the determination is made that the claim is valid, PAC will repair, restore, or replace, at PAC's discretion, the defective product. PAC shall, at its option, have the right to negotiate and approve any contract or arrangement pursuant to which any replacement, repair, or restoration covered by this warranty is to be done. PAC reserves the right to discontinue items in its product line. Should the product covered under this warranty be discontinued, PAC shall have the right to substitute a product of equal quality and price at its discretion. It is understood that normal exposure to the elements may preclude a perfect color match with replacement material. Refinishing shall be performed by using standard finishing practices and materials as selected by PAC. The warranty on any refinished or replaced product supplied hereunder shall be for the remainder of the original warranty period.
15. PAC and Roofing Contractor SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, DAMAGE OR LOSS TO OWNER'S BUILDING, ITS CONTENTS OR OTHER MATERIALS, OR CLAIMS OF THIRD PARTIES, RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING LEAKS IN THE ROOFING SYSTEM. PAC OR ROOFING CONTRACTOR'S LIABILITY FOR ANY CAUSE OF ACTION, WHETHER BASED ON NEGLIGENCE, CONTRACT OR STRICT LIABILITY, SHALL NOT EXCEED THE LESSER OF EITHER THE COST OF REPAIRING DEFECTIVE MATERIALS ON SITE, OR THE UNUSED BALANCE OF PAC'S AND ROOFING CONTRACTOR'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER AS PROVIDED IN PARAGRAPH 1 HEREOF. IT IS EXPRESSLY AGREED THAT THE REMEDIES UNDER THIS AGREEMENT SHALL BE EXCLUSIVE.

16. This Warranty is given to the above named Owner only, and is not transferable.
17. Notwithstanding any other portion of this Agreement, it is specifically agreed that the aggregate total cumulative liability of PAC and Roofing Contractor hereunder shall be at all times limited to the lesser of either
 - a. the unused balance of PAC's and Roofing Contractor's cumulative liability hereunder as provided in Paragraph 1 hereof, or
 - b. the direct cost of refinishing, replacing or otherwise repairing the portion of the Roofing System evidencing failure.

The respective responsibilities of PAC and Roofing Contractor hereunder shall be as follows: During the first two (2) years plus any applicable extension period(s), Roofing Contractor shall be solely liable for all such costs and expenses of repair, refinishing or replacement of the Roofing System as are covered hereunder. In the event that a roof repair is necessary during the first two-year period, or any extension thereof, then Roofing Contractor's liability (which shall be exclusive and in lieu of all PAC liability during such period and any extensions thereof) shall be extended for a two-year period from the date of the last such repair.

After the expiration of such two-year period and all applicable extensions thereof, Roofing Contractor shall have no further liability hereunder. Thereafter, PAC shall be liable for, and its liability shall be limited to, the costs and expenses of the repair, refinishing, or replacement of the Roofing System as are covered hereunder.

18. The Warranty expressed herein shall become effective only upon the execution hereof by PAC, the Roofing Contractor, and the Owner named above. This agreement contains the entire agreement of the parties with respect to the subject matter hereof. This Agreement can only be changed or amended in writing executed by all parties hereto.

19. This Agreement shall be governed by the laws of the State of Illinois.

PETERSEN ALUMINUM CORPORATION

**ACCEPTED AND AGREE TO:
BUILDING OWNER:**

By: _____

By: _____

Title: _____

Title: _____

**ACCEPTED AND AGREED TO:
ROOFING CONTRACTOR:**

By: _____

Title: _____

SAMPLE