



Warranty No. : 08-121-01  
Revised: October 4, 2011

## McElroy Metal, Inc.

### Choose one: (5,10,15,20) YEAR NO REPAIR LIMIT WEATHERTIGHTNESS LIMITED WARRANTY

McElroy Metal, Inc. (hereinafter referred to as "McElroy") and the undersigned contractor (hereinafter referred to as "Roofing Contractor"), warrant to the undersigned building owner ("Owner") that subject to the terms, conditions, limitations, allocations of this warranty, and the responsibilities of McElroy, Roofing Contractor and Owner, as stated herein, the Roofing System (defined below) as supplied by McElroy will be adequate to prevent intrusion of water from the exterior of the Roofing System into the building envelope (hereinafter "leaks"), when exposed to ordinary weather conditions and ordinary wear and usage, for a period of **Choose one: (5,10,15,20)** years commencing with the date of substantial completion of installation of the Roofing System. The obligations of McElroy and roofing contractor hereunder shall be limited solely to the repair of the Roofing system, and any such repairs shall carry a warranty against leaks only for any then remaining balance of the original **Choose one: (5,10,15,20)** year warranty period.

Notwithstanding the foregoing and any provision contained herein to the contrary, McElroy's repair obligations hereunder are limited to the repair of the roof system to prevent leaks. With respect to any Warranty Claims (as defined in Terms, conditions, and Limitations below) made during the period commencing with the substantial completion of the installation of the Roofing System and ending on that date which is two years later, plus any extension of this warranty (as set forth in the Terms, conditions, and Limitations below) which are covered hereunder, Roofing Contractor shall be solely responsible for the performance of such repairs, and Owner agrees that it will look solely to Roofing Contractor for the performance of such repairs. With respect to any Warranty Claims made thereafter which are covered hereunder, McElroy shall be solely responsible for the performance of such repairs, and Owner agrees that it will look solely to McElroy for the performance of such repairs.

As used herein, the term "Roofing System" means the McElroy furnished roof panels, flashing and related items used to fasten the roof panels and flashing to the roof structure.

This Weathertightness Limited Warranty is not transferable or assignable. It becomes valid only when signed by each of Roofing Contractor, Owner and McElroy.

The laws of the State of Louisiana shall govern the rights and duties of the parties under this agreement and jurisdiction and venue is fixed in Bossier Parish, Louisiana.

#### Project Information

Project Name and Location : \_\_\_\_\_

Building End Use: \_\_\_\_\_

Type of Roof Covering: \_\_\_\_\_ Roof Pitch: \_\_\_\_\_

Amount of Material (square feet) \_\_\_\_\_ Date of Substantial Completion \_\_\_\_\_

McElroy Invoice No. \_\_\_\_\_

Total Liability: \_\_\_\_\_

McElroy Metal, Inc.

By: \_\_\_\_\_  
Ian McElroy, President

Date: \_\_\_\_\_

**TERMS, CONDITIONS, LIMITATIONS**

1. The respective responsibilities of McElroy and the Roofing Contractor hereunder shall be as follows: For any Warranty Claim or repair made during the period commencing on the date of substantial completion of the Roofing System and ending two years later, plus any extensions, Roofing Contractor shall be liable for all costs and expenses of repair of the Roofing System as required hereunder and limited above. In the event that repairs are required as a result of a Warranty Claim presented during the said two-year period, or any extension thereof, the Roofing Contractor's obligations under this warranty shall be extended for a two-year period commencing on the date of the last repair. After the expiration of such two-year period and all extensions thereof, Roofing Contractor shall have no further liability hereunder except as otherwise provided herein. Thereafter, and only for the balance [remaining after the end of such period and any and all such extensions thereof] of the original warranty period, McElroy shall be responsible for performance of the repair obligations required by this warranty.
2. Owner shall provide McElroy and Roofing Contractor with written notice within thirty (30) days of the discovery of any leaks in the Roofing System (the "Warranty Claim"). Failure of the Owner to do so shall automatically relieve both McElroy and the Roofing Contractor of any and all responsibility and/or liability under this Weathertightness Limited Warranty.
3. Upon receipt of a Warranty Claim, McElroy, will send a representative to the roof location for an inspection of the roof area noted in the claim. If upon McElroy 's inspection, McElroy determines the leaks in the Roofing System are not covered by this warranty, the party requesting McElroy's inspection shall be liable for all expenses incurred by McElroy to conduct the inspection.
4. If any of the following should occur, McElroy shall have no liability or responsibility under or in connection with either this Weathertightness Limited Warranty or the Roofing System.
  - 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, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or 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 fire, riot, war, flying objects, or acts of God.
  - e. Damage caused by worker(s), other than McElroy's or Roofing Contractor's on the roof.
  - f. Leakage resulting from any other cause beyond the control of McElroy, except leakage resulting from the installation by the Roofing Contractor not otherwise excluded hereunder.
  - g. Failure by Roofing Contractor or by any contractor or subcontractor to follow McElroy's recommended installation instructions or approved specifications or drawings for the layout, design and erection of the roofing system.
  - h. If, after installation of the Roofing System by Roofing Contractor, there are any alterations, such as, but not limited to, structures, fixtures or utilities being placed upon or attached to the roof without prior written authorization from McElroy.
  - i. If Owner fails to comply with every term and condition of this Limited Weathertightness Warranty.
  - j. If any panels or other parts are installed in a manner that does not permit proper drainage of water from all surfaces.
  - k. If any panels or other parts are installed to allow water to cascade on any part of the Roofing System.
  - l. If roof leaks are due to ventilators, light transmitting panels, valley gutters, dormers, dead valleys, gutters, downspouts, or penetrations of the roof associated with signs, vents, equipment, or other causes.
  - m. If roof leaks are due to curbs or penetrations not pre-approved by McElroy in writing.
  - n. If roof leaks are at a tie-in to: (i) an existing metal roof manufactured by another company or (ii) a dissimilar roof such as a built-up roof, or a rubber roof.
  - o. If any flashings, roof penetrations or accessory details are modified without the written approval of McElroy.
5. McElroy shall not have any liability or responsibility under or in connection with this Weathertightness Limited Warranty or the Roofing System in the event of a failure by Roofing Contractor or by any contractor or subcontractor to use all sealants, mastic, subframing, roof panels, clips and flashing provided by McElroy.
6. During the term of this warranty, McElroy, its sales representative and employees shall have free access to the roof during regular business hours.
7. McElroy shall not issue nor have any obligation under this Weathertightness Limited Warranty until (i) final drawings of the completed roof are submitted to McElroy by the Roofing Contractor and accepted in writing by McElroy; (ii) all McElroy procedures have been followed, and (iii), all bills owing to McElroy for installation, supplies and services have been paid in full to McElroy.
8. Under no circumstances shall McElroy nor Roofing Contractor be liable for any special, indirect or consequential damages or for any loss to the building, its contents or other materials.
9. Neither McElroy's nor Roofing Contractor's failure at any time to enforce any of the terms, conditions, or provisions stated herein shall be construed to be a waiver of such term condition, or provision or of the right to exercise any right in the future.
10. This Weathertightness 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. EXCEPT AS EXPRESSLY PROVIDED HEREIN, MCELROY MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY AND NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ALL OF WHICH ARE HEREBY DISCLAIMED BY OWNER AND ROOFING CONTRACTOR AND EXCLUDED FROM THIS WEATHERTIGHTNESS LIMITED WARRANTY, AND NO WARRANTIES SHALL BE IMPLIED.
11. If the subject roof is covered by products of more than one roofing products manufacturer, this Weathertightness Limited Warranty applies only to those portions of such roof which are covered solely by McElroy manufactured products.
12. Notwithstanding any other provision of this Weathertightness Limited Warranty, McElroy shall not have any liability or responsibility at any time for or as a consequence of any condensation or underside corrosion which is or was caused at any time in part or wholly by condensation.

**Roofing Contractor:**

**Building Owner:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_