



Warranty No.: 08-125-01
Revised October 4, 2011

McElroy Metal, Inc.

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

McElroy Metal, Inc. (hereinafter referred to as "McElroy"), warrants to the undersigned building owner ("Owner") that subject to the terms, conditions, limitations, allocations of this warranty, and the responsibilities of McElroy, and the Owner, as stated herein, the Roofing System (described 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 "warranty period"). The obligations of McElroy 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.

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 the 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 _____

TERMS, CONDITIONS, LIMITATIONS

1. For the warranty period, McElroy shall be responsible for performance of the repair obligations covered by this Warranty subject to the cost limitations as set forth above.
2. Owner shall provide McElroy 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 McElroy 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, Owner 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. If a McElroy approved and certified installer was not present at all times during the installation of the McElroy roof system.
 - b. Deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water.
 - c. 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.
 - d. Deterioration caused by condensation, any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
 - e. Damage caused by fire, riot, war, flying objects, or acts of God.
 - f. Damage caused by worker(s), other than those employed by McElroy or by the contractor which installed the roof (hereinafter "Roofing Contractor"), on the roof.
 - g. 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.
 - h. Failure by Roofing Contractor to correct all deficiencies listed in any of the inspection reports prepared by McElroy and furnished to Owner.
 - i. 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.
 - j. If Owner fails to comply with every term and condition of this Limited Weathertightness Warranty.
 - k. 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.
 - l. If roof leaks are due to curbs or penetrations not pre-approved by McElroy in writing.
 - m. 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.
 - n. If any flashings, roof penetrations or accessory details are modified without the written approval of McElroy.
5. During the term of this warranty, McElroy, its sales representative and employees shall have free access to the roof during regular business hours.
6. This warranty shall not become effective and McElroy shall not have any obligation under any warranty until all invoices issued by McElroy, McElroy's customer, and the Roofing Contractor have been paid in full according to their terms, without offset or deduction and all installation deficiencies listed in any McElroy inspection report have been corrected.
7. Under no circumstances shall McElroy be liable for any special, indirect or consequential damages or for any loss to the building, its contents or other materials.
8. McElroy'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.
9. 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 MERCHNATABILITY AND NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ALL OF WHICH ARE HEREBY DISCLAIMED BY OWNER AND EXCLUDED FROM THIS WEATHERTIGHTNESS LIMITED WARRANTY, AND NO WARRANTIES SHALL BE IMPLIED.
10. 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.

Building Owner:

McElroy Metal, Inc. :

By: _____
(Signature)

By: _____
Ian McElroy, President

Title: _____

Title: _____