



PRODUCT WARRANTY



20 YEAR

WEATHER-TIGHTNESS WARRANTY

20 YEAR NO DOLLAR LIMIT LIMITED WARRANTY

Building Owner:
Building Use:
Building Location:
Date of Delivery:

Metal Roof Installer: Kelly Roofing
Roof System:
Gulf Coast Supply WTW File No.: Gulf Coast Supply
Invoice No.:

I. ROOFING SYSTEM WARRANTY

- A. **Gulf Coast Supply and Manufacturing, LLC** (GULF COAST) and the **Kelly Roofing** (ROOFER) identified above severally warrant to the above-named **Building Owner** (OWNER) that for the duration indicated, should leaks develop in the Metal Roof at the above-listed address due solely to material/manufacturing defect, installation workmanship, or ordinary wear and tear by the elements, then, subject to each and every term, condition, and limitation outlined below, Gulf Coast and/or Roofer shall be responsible for completing repairs to the metal roof as necessary to return it to weathertight condition. This warranty will be fully satisfied by repair of the Roof, and any such repairs shall carry a warranty against leaks only for any remaining balance of the original warranty period. The Metal Roof shall not be warranted for any defect or deficiency except as set forth above.

II. TERMS AND CONDITIONS

- A. **Description:** This Warranty describes and limits the obligations of GULF COAST and ROOFER to make repairs to the Metal Roof at the location listed above and provides the exclusive means by which the building owner named herein (OWNER) may obtain corrective actions from GULF COAST and/or ROOFER.
- B. **Duration:** This Warranty shall be in effect for a period of 20 years (the "Warranty Period" for Metal Roof Panels) from the Date of Delivery. This Warranty shall apply only to defects or occurrences covered hereby for which a claim is made by OWNER in accordance with Part II.C.3 below. No action taken by any party in an effort to correct any defect or deficiency in the Metal Roofing shall extend the Warranty Period.
- C. **Obligations of OWNER:**
1. OWNER or his designated agent shall cause to be performed normal and customary preventative and/or general maintenance practices as conditions warrant, but at a maximum time interval of once a year to prevent debris, silt or other contaminant collection or buildup on the roof, to prevent water leaks through the roof covering, base and counter flashings, wall covering, caulking, air conditioning and/or roofing sheet metal, roofing sheet metal flanges (either exposed or covered by striping of any kind), or miscellaneous projections through any one or a combination of the aforementioned sources. OWNER SHALL MAINTAIN SUFFICIENT DOCUMENTATION TO CLEARLY ESTABLISH THE PRESENCE OF AN UP-TO-DATE PREVENTATIVE MAINTENANCE PROGRAM. This documentation shall contain, at a minimum, annual inspection reports and all maintenance activities performed.
 2. During the Warranty Period, OWNER shall provide to all parties' free access to the roof of the building covered by this Warranty for purposes of inspection.
 3. Any claim by OWNER under the terms and conditions of the Warranty shall be deemed WAIVED by OWNER unless made by written notice to all parties within 30 days from the time such was discovered or should have been discovered after the exercise of reasonable diligence and within the stated warranty period. Written notice shall state the physical circumstances and basis for

such claim, and this Warranty shall not apply or be effective as to any claim for which such notice is not given. Such notice shall be deemed effective if personally delivered or mailed, postage prepaid, certified mail, return receipt requested, to all parties to this warranty at the addresses set forth above. Upon receipt of such notice, all parties shall take such actions as may be necessary, including without limitation sampling and testing, to determine if such claim is within the terms of the coverage of this Warranty. OWNER shall bear all costs of such actions including all sampling and testing costs payable no later than thirty (30) days following the date of receipt of the billing unless it is determined by a third party that the issue is product or workmanship caused, then GULF COAST will pay all associated investigative costs; provided, however, that if OWNER's claim is within the terms of this Warranty, the responsible party, as the case may be, will reimburse OWNER for all reasonable costs so incurred by OWNER.

4. If a claim by OWNER is determined to be based upon a condition or occurrence not covered by this Warranty, none of the parties to this warranty shall be obligated to take or cause to be taken any remedial action with respect thereto, and neither of the parties shall have any liability for any expense incurred in connection therewith.

III. EXCLUSIVE REMEDY:

- A. If upon GULF COAST's inspection, GULF COAST determines that the leaks in the Metal Roof are caused by defects in material or in the workmanship of ROOFER, GULF COAST and/or ROOFER's liability and sole remedy shall be to repair or replace the defective materials and/or workmanship at GULF COAST's sole option.
- B. For any issues that arises before the two-year anniversary of delivery, the ROOFER shall be solely liable for all costs of repair/replacement. Upon repair, ROOFER's obligations under this warranty shall be extended for a two-year period commencing on the date of last repair. After expiration of the two-year period and any extension, ROOFER shall have no further liability, except as otherwise provided.
- C. GULF COAST AND ROOFER'S AGGREGATE CUMULATIVE LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE LESSER OF: THE DOLLAR AMOUNT OF ORIGINAL PAYMENT MADE TO GULF COAST FOR MATERIAL FURNISHED BY GULF COAST ONLY, AND NO DOLLAR LIMIT.
- D. OWNER hereby WAIVES all remedies not expressly provided herein, including, but not limited to, damages to property and incidental or consequential damages for use, loss of revenue or loss of profit.

IV. OTHER LIMITATIONS AND EXCLUSIONS:

- A. GULF COAST's obligations under this Warranty shall be effective only if the Metal Roof has been installed by a licensed installer in accordance with applicable GULF COAST installation specifications and the shop drawings approved by GULF COAST in writing.
- B. This Warranty does not cover, nor will GULF COAST or ROOFER have responsibility or liability for water leaks or defects or deficiencies in the Metal Roof or caused by any one or any combination of the following.
 1. Deterioration caused by marine (salt or brackish water) environment or regular spray of either salt or fresh water.
 2. Building condensation including that which could occur between or within the roof covering and/or roof deck assembly regardless of cause;
 3. Failure of the OWNER to perform necessary maintenance as set forth in Part II.C.1;
 4. Ponding water (that remains on the roof covering surface 24 hours after the precipitation which results in such ponding stops), ice dams and/or ice lens which result from improper structural or architectural design or from defects or deficiencies in any structural steel erection or in the maintenance of the drainage system for the roof;
 5. Damage resulting from flying objects, projectiles, however propelled, or failure of OWNER to restrict or cause to be restricted unnecessary foot traffic, material movement across or storage upon, or any traffic upon the roof that could damage the Metal Roof and/or the Roof Deck;
 6. Damage resulting from fire (regardless of origin), natural disaster or other abnormal weather phenomena, including without limitation floods, hurricanes, lightning, hail, earthquakes, sand storms, tornadoes and ice storms;
 7. Damage resulting from structural movement or failure of the building resulting in settling, expansion, shifting, distortion, or splitting of walls, beams, purlins, partitions or foundations,

- deflection failure or equipment which vibrates, reciprocates or rotates which adversely affects the performance of the Metal Roof or the Roof Deck;
8. Improper application or failure of any component described in Subpart 6 above which adversely affects the performance of the Metal Roof or the Roof Deck;
 9. Chemical attack of the Metal Roof or Roof Deck as a result of exposure to chemicals such as, but not limited to, aliphatic or aromatic compounds, chlorinated hydrocarbons, polar organic or inorganic compounds, as well as corrosion due to atmospheric contaminants or contaminants generated inside the building, including moisture buildup due to poor ventilation of interior.
 10. Damage to the Metal Roof caused by persons, other than representatives of GULF COAST and/or ROOFER, who intentionally or unintentionally engage in acts harmful to the Metal Roof or the Roof Deck, including without limitation acts of war, negligence, civil disobedience, vandalism, and misuse;
 11. Failure to design the subject building in accordance with generally accepted architectural and engineering practices and in accordance with the limitations and recommendations set forth in the Manufacturer Reference Manual and/or Design Guide;
 12. Changes in the building's use or failure to operate the subject building within its design parameters, within generally accepted architectural and engineering practices, and in accordance with any and all recommendations made by GULF COAST and/or ROOFER;
 13. Erection, relocation or construction, after completion of the Metal Roof and Roof Deck, of any additional device, equipment, ventilators, antennae, skylight, flashing or other installation on or through the Metal Roof or Roof Deck, unless installed as prescribed and accepted, in writing, by GULF COAST;
 14. Accidents, not the result of actions of representatives of GULF COAST or ROOFER, which harm the Metal Roof or the Roof Deck;
 15. Movement or deterioration of metal components and/or dissimilar metals in direct contact with or adjacent to the Metal Roof System unless such components are an integral part of the roof system and have been approved or designated by GULF COAST as a part of the roof system purchased by OWNER.
- C. GULF COAST and ROOFER shall have no liability or responsibility for leaks which occur at, though, or due to ridge vents, other ventilation products, and gutters/gutter accessories (both internal and external).
- D. If the Building named herein is covered by more than one roofing product, this weather-tightness limited warranty SHALL ONLY APPLY TO THOSE PORTIONS OF THE ROOF WHICH ARE COVERED EXCLUSIVELY BY GULF COAST MANUFACTURED OR SUPPLIED PRODUCTS. If a leak develops at the transition between GULF COAST roofing system and another cladding system, GULF COAST shall determine which cladding system is responsible for the leak.
- E. GULF COAST shall have no obligation under this warranty until all invoices have been paid in full.
- F. GULF COAST shall have no obligation under this warranty unless shop drawings outlining application of roofing materials are submitted and accepted in writing by GULF COAST. Such drawings shall show the exact number, size, and location of all roof penetrations and rooftop equipment. ROOFER shall submit photographs of the roof installation showing the items described above.
- G. GULF COAST shall have no obligation under this warranty for leaks due to ROOFER and/or other contractor and/or sub-contractor failure to use all sealants, mastics, sub-framing, panels, clips, flashing, or other items as required.
- H. Consequential Damages: This warranty provides no coverage for contents located inside the building or in affected leaking areas.

V. TERMINATION OF WARRANTY: This Warranty shall be immediately and automatically terminated and be of no further force and effect on the occurrence of any of the following conditions or events:

- A. Change in the use of or environmental conditions internal or external to all or a part of the building from that use specified herein or the environmental conditions in existence as of the completion of the Metal Roof, without the express prior written consent of GULF COAST;
- B. Performance of any alterations or repairs to or through the Metal Roof by any person or entity other than an approved, licensed contractor or other person or entity expressly authorized in writing by GULF COAST;

- C. Performance of alterations or repairs to or through the Metal Roof other than routine maintenance as advised by GULF COAST, unless expressly authorized in writing by GULF COAST;
- D. Failure of OWNER to maintain the Metal Roof and to perform any obligations as set forth in Parts II.C.1, II.C.2, hereof or to give any notice required hereunder.

VI. DISCLAIMER OF ADDITIONAL WARRANTIES AND/OR LIABILITY:

- A. UNDER NO CIRCUMSTANCES SHALL ROOFER OR GULF COAST BE LIABLE FOR DAMAGES TO THE INTERIOR OF THE BUILDING, FOR CONSEQUENTIAL DAMAGES, FOR LOSS OF PROFITS OR RENTS, FOR DAMAGE TO THE CONTENTS OF THE BUILDINGS, OR FOR ANY OTHER COST, EXPENSE, OR LOSS, EXCEPT THE COST OF REPAIR OF THE METAL ROOFING UNDER THE TERMS AND CONDITIONS SET FORTH HEREIN;
- B. THIS WARRANTY IS ISSUED BY GULF COAST AND ROOFER, AND IS ACCEPTED BY OWNER IN LIEU OF ALL OTHER GUARANTEES OR WARRANTIES ON THE PART OF GULF COAST AND ROOFER, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW.

VII. TRANSFERS, ASSIGNMENTS, AND REPRESENTATIONS: This warranty is extended to the OWNER as the original purchaser from GULF COAST and ROOFER and is nontransferable and non-assignable EXCEPT UPON RECEIPT OF WRITTEN PERMISSION FROM ALL PARTIES ISSUING THIS WARRANTY. Any transfer or assignment shall create no rights against GULF COAST and ROOFER. OWNER or its agents shall not claim, represent or imply nor permit any employee or agent to claim, represent, or imply that this warranty extends or is available to parties other than the original OWNER, and to the legal limit of its right to do so OWNER shall cause any party to cease and desist of any such action. This condition shall constitute a material term of this warranty and its violation by OWNER shall excuse GULF COAST and ROOFER from its obligations.

VIII. ACCEPTANCE: OWNER shall acknowledge acceptance of all terms and conditions stated in this Warranty by executing this document.

- A. Oral statements made by representatives of GULF COAST and ROOFER and written descriptions of the products appearing elsewhere than as listed in this document shall not be relied upon by the OWNER. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modifications hereof, to be effective, shall be in writing, shall expressly refer to this warranty, and shall be signed by an authorized representative of GULF COAST and ROOFER.

IX. GOVERNING LAW: This weather-tightness limited warranty shall be governed by and construed and enforced in accordance with the laws of the state of Florida. GULF COAST, ROOFER and OWNER specifically agree that all claims and disputes arising under or relating to this limited Warranty are to be settled by binding arbitration in Alachua County, Florida or another location mutually agreeable to all concerned parties.

X. USE OF HEADINGS: The headings used throughout this Warranty are not meant to either limit or expand the effect of the language that follows those headings.

THIS WARRANTY IS NOT VALID UNLESS IT IS FULLY EXECUTED BY ALL PARTIES

GULF COAST and ROOFER hereby agree to provide to OWNER a warranty subject to the terms and conditions herein contained for the building identified on page 1 of this warranty. OWNER accepts such warranty and agrees to be bound by the terms and conditions herein contained.

Roofing Contractor/Installer:

Signature: _____

Printed Name Title Date

Address

Roofing Contractor/Installer:

Signature: _____

Printed Name Title Date

Address

Owner/Company Name:

Signature: _____

Printed Name Title Date

Address

Gulf Coast Supply and Manufacturing, LLC

Signature: _____

Printed Name Title Date

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