



20 Year Premium Warranty

EFFECTIVE DATE: _____

OWNER'S NAME ("Owner"): _____

OWNER'S ADDRESS: _____

CITY: **S** _____ STATE: **P** _____ ZIP: **L E** _____

OWNER'S PHONE NUMBER: _____ FAX: _____

BUILDING NAME (the "Building"): _____

BUILDING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BUILDING PHONE NUMBER: _____ FAX: _____

BUILDING USE: _____

NAME OF DESIGNER OR ARCHITECT ("Designer"): _____

DATE INSTALLATION STARTED: _____ COMPLETED: _____

INSTALLER NAME ("Installer"): _____

INSTALLER'S ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

INSTALLER'S PHONE NUMBER: _____ FAX: _____

INSTALLER'S E-MAIL ADDRESS: _____

SHEFFIELD METALS INVOICE/TAG NUMBERS: _____

BUILDING SQUARE FOOTAGE: _____ ROOF PITCH: _____

PANEL TYPE: _____

FIRST INSPECTION BY & DATE: _____

MID-POINT INSPECTION BY & DATE: _____

FINAL INSPECTION BY & DATE: _____

WARRANTY EXPIRATION DATE: _____

This 20 Year Premium Warranty ("20 Year Premium Warranty" or "Warranty") shall not be effective until and only upon (and the date thereof shall be referred to as the "Effective Date"): (a) the roof, or applicable portion thereof (the "Roof") for the Building identified above has passed inspection by Sheffield Metals Cleveland, LLC, an Ohio limited liability company d/b/a "Sheffield Metals International" with an address of 5467 Evergreen Parkway, Sheffield Village, Ohio 44054 ("Sheffield Metals International"); (b) the Roof is in full compliance with the Designer/Owner's plans and specifications, manufacturer approved erection documents and metal roofing industry standards; (c) Sheffield Metals International's receipt of the Two Year Confirmation (as defined below) from the Installer; (d) the final inspection of the Roof by Sheffield Metals International, (e) all associated fees have been paid in full by Owner to Sheffield Metals International, and (f) the Owner and Sheffield Metals International have signed this 20 Year Premium Warranty below and all warranty-related documents requested by Sheffield Metals International. **Notwithstanding the foregoing or any other term or provision of this Warranty to the contrary, the first two (2) years of such twenty (20) year warranty period shall be covered by the Installer's Warranty Obligations, and Sheffield Metals International shall have not have any duty, liability or obligation under this Warranty during or until the expiration of, such two (2) year period.**

SHEFFIELD METALS INTERNATIONAL 20 YEAR PREMIUM WARRANTY

For and in consideration of a monetary payment paid by Owner to Sheffield Metals International and subject to the terms and conditions contained herein, Sheffield Metals International hereby warrants that during a period of twenty (20) years commencing on the Effective Date (the "Warranty Period"), Sheffield Metals International will pay those labor and material costs for repairs made by a contractor selected by or acceptable to Sheffield Metals International ("Approved Contractor") (without reduction or proration of such costs due to the passage of time from the date of the installation of the Roof to the date of the leak) for repairs which are directly necessary to correct an intrusion of water from the exterior of the roof system into the building envelope, when exposed to ordinary weather conditions and ordinary wear and usage; provided, however:

- a. the first two (2) years of such twenty (20) year warranty period shall be covered by the Installer's warranty obligations, and Sheffield Metals International shall have not have any duty, liability or obligation for or under this Warranty during such two (2) year period or for the Installer's warranty obligations; and
- b. **SHEFFIELD METALS INTERNATIONAL'S DUTIES AND OBLIGATIONS UNDER THIS WARRANTY ARE SPECIFICALLY SUBJECT TO AND CONDITIONED UPON THE FULL AND COMPLETE SATISFACTION OF ALL OF THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THIS WARRANTY.**

The Owner's remedy for the breach of any warranty shall consist solely of Sheffield Metals International's payment of the cost of the labor and materials for the repairs covered by the Warranty, as such repairs are made by an Approved Contractor. This 20 Year Premium Warranty applies only to the Roof after such Roof has been inspected and approved in writing by Sheffield Metals International.

WARRANTY COVERAGE

Specific items covered under this Warranty are as follows: Roof panels and side seams, panel end laps, roof-to-wall flashings, ridge flashings, hip flashings, valley flashings, high side eave flashings, rake flashings, expansion joint flashings and approved curb and penetration flashings. All other roof assembly components are excluded from this Warranty.

EXCLUSIONS TO WARRANTY COVERAGE

The following exclusions from the Warranty coverage include (but are not limited to) any and all gutters, downspouts, drains, lightning protection, skylights, wall panels, roof-to-wall interfaces, any items not observable from the roof surface and any areas or items found to be unacceptable as stated in the inspection report prepared by Sheffield Metals International, and all items and products other than as specially listed as covered in the Warranty Coverage paragraph set forth above.

TERMS AND CONDITIONS

1. This 20 Year Premium Warranty does not cover, and Sheffield Metals International specifically disclaims any liability for water entry (leaks) or other problems from any one or more of the following causes:
 - a. Natural disasters including but not limited to fire, insect infestation, ice, snow, floods, lightning, hail, earthquakes, tornados, hurricanes, windstorms, gales, etc.
 - b. Physical damage to the Roof resulting from the acts and/or omissions of any person or entity other than Sheffield Metals International.
 - c. Structural movement or failures resulting in settling, shifting, distorting, splitting, cracking of roof decks, walls, girders, partitions, foundations, ponding of water, etc.
 - d. Damage or leaking caused by failures of building components, including, but not limited to, the deck, roof substrate, the building structure, the vapor barrier, HVAC units, roof insulation, curbs, skylights, or condensation of airborne water vapor.
 - e. Erection or construction of any additional installation on or through the roof panels or flashings after the date of the final inspection.
 - f. Alterations or repairs to the roof system, flashings or other roof accessories after the date of the final inspection, done by anyone other than Sheffield Metals International.
 - g. Deterioration caused by a marine salt-water atmosphere or by regular spray of either salt or fresh water.
 - h. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from chemical plants, foundries, planting works, kilns, fertilizer plants, paper plants, or the like.
 - i. Deterioration caused by corrosive or condensation of harmful substances generated or released inside the building or which otherwise come in contact with the Roof.
 - j. Failure by Owner or other occupant to use reasonable care in regularly inspecting, repairing and/or maintaining the Roof.
 - k. Leaks resulting from gutters, downspouts and drains, not limited, but due to improper draining because of poor maintenance practices.
 - l. Any other cause beyond the direct control of Sheffield Metals International.
2. Under no circumstances shall Sheffield Metals International be liable for damages to: the interior of the building, contents of the buildings, roof decks or any base over which a warranted roof system is applied.
3. In the event water entry (leaks) from any cause should occur for the Roof, the Owner shall immediately notify Sheffield Metals International, confirming such notice in writing within thirty (30) days of the date of the first discovery of such leak. Within one (1) month of

Sheffield Metals International's receipt of such written notice from the Owner, Sheffield Metals International will have the Roof inspected and within one (1) month of such inspection of the Roof, Sheffield Metals International shall determine whether or not such water entry (leak) is covered by the Warranty. If Sheffield Metals International determines that the cause of the water entry (leak) is covered by the warranty duties and obligations of Sheffield Metals International contained in this Warranty, Sheffield Metals International will arrange for repairs of such leak by an Approved Contractor, and Sheffield Metals International will pay for both the labor and materials costs for the repairs of such water entry (as provided above) and the cost of the inspection of the Roof. If Sheffield Metals International determines that the cause of such water entry (leak) is not to be covered by the warranty duties and obligations of Sheffield Metals International in of this Warranty, Sheffield Metals International will not pay or be responsible for, the cost of any repairs or of any materials used, and in such case, the Owner shall immediately reimburse Sheffield Metals International for all costs and expenses incurred by Sheffield Metals International for such Roof, including but not limited to for the inspection of such Roof.

4. In case repairs are required to such Roof which are not be covered by this Warranty, including repairs which become necessary as a result of Owner's alteration, extensions or additions to the Roof, Sheffield Metals International after having made its inspection, will reasonably consult with and advise the Owner of the nature of such repairs needed to be made at Owner's expense to enable Owner to comply with specifications and procedures then applicable to the Roof. If the repairs recommended by Sheffield Metals International are timely made, this Warranty shall thereupon remain in effect for the unexpired portion of its original term. If Owner disagrees with, disregards or fails to fully implement Sheffield Metals International's recommended repairs, then this 20 Year Premium Warranty shall be automatically and immediately terminated for such Roof. For the purpose of this Warranty, "alterations" include without limitations, installations of aerials, signs, water towers, fan housings, air conditioner equipment, TV antennas, building expansion or additions, etc.
5. This 20 Year Premium Warranty shall accrue only to the original Owner named herein. It shall not accrue to the benefit to any tenant, purchaser, transferee, successor, or assign of the original Owner without the prior written consent of Sheffield Metals International (which consent may be withheld for any reason or for no reason). Assignment or transfer to subsequent owner(s) is possible only after: (a) inspection of the Roof by Sheffield Metals International, (b) completion of all Warranty related work thereto and all Owner responsible remedial work thereto, (c) acceptance of the Roof by Sheffield Metals International, and (d) payment

to Sheffield Metals International of an inspection fee and an administrative transfer fee by the Owner and in an amount determined by Sheffield Metals International at the time of request. The cost of the transfer, inspections, and remedial work shall be that of the Owner.

6. Sheffield Metals International, 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 by any condensation resulting from either or both of the following:
 - a. Inadequate ventilation of the attic space between the roof panel and insulation, when insulation is installed directly on top of the existing Roof.
 - b. The use of and inadequate vapor barrier where the insulation is installed immediately beneath the panels.
 - c. Owner's failure to inspect and timely detect interior condensation or corrosion.
7. Routine maintenance is the Owner's responsibility. Roof leaks caused by maintenance items are not covered under this Warranty and failure to maintain the Roof will render this Warranty null and void.
8. Sheffield Metals International shall have no obligation under this Warranty while any invoices for installation, inspections, materials, service and/or repairs to the subject Roof remain unpaid to Sheffield Metals International.
9. The Owner acknowledges and agrees that Sheffield Metals International's obligations, duties and liabilities under this 20 Year Premium Warranty are expressly conditioned upon the Owner periodically (not less than quarterly) inspecting, maintaining and repairing the Roof and all of the Roof's related parts and systems. Upon the request of Sheffield Metals International, the Owner shall promptly provide written documentation to Sheffield Metals International regarding such inspection, maintenance and repairs to the Roof conducted by the Owner.
- 10. THIS 20 YEAR PREMIUM WARRANTY IS GIVEN AS THE SOLE AND EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY BY OR AGAINST SHEFFIELD METALS INTERNATIONAL, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES, ARE MADE, AND ANY SUCH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. OWNER WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMERS OF WARRANTY SHALL**

BE CONSTRUED AGAINST THE SELLER, AND AGREES THAT THE EXCLUSIONS AND DISCLAIMERS IN THIS WARRANTY SHALL BE CONSTRUED LIBERALLY IN FAVOR OF SHEFFIELD METALS INTERNATIONAL. SHEFFIELD METALS INTERNATIONAL SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SHEFFIELD METALS INTERNATIONAL HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY. THIS WARRANTY IS EXTENDED TO OWNER ALONE AND NO OTHERS, IS NON-TRANSFERABLE AND NON-ASSIGNABLE (EXCEPT AS IS OTHERWISE PROVIDED HEREIN), AND MAY NOT BE ENLARGED IN ITS SCOPE BY ANY REPRESENTATIVE, SALES PERSON, AGENT OR OTHER EMPLOYEE OF SHEFFIELD METALS INTERNATIONAL. THE OWNER SHALL NOT PERMIT ANYONE TO CLAIM OR IMPLY THAT THIS 20 YEAR PREMIUM WARRANTY EXTENDS OR CAN BE "PASSED THROUGH" TO ANYONE OTHER THAN THE OWNER. THIS PROVISION IS A MATERIAL TERM OF THIS 20 YEAR PREMIUM WARRANTY AND ITS VIOLATION OR BREACH BY OWNER OR ANY OF OWNER'S AGENTS OR REPRESENTATIVES, SHALL VOID AND CANCEL THIS WARRANTY FOR ALL PURPOSES.

THE LIABILITY OF SHEFFIELD METALS INTERNATIONAL SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY PRODUCT OR COATING TO CONFORM WITH THE PROVISIONS OF THIS WARRANTY.

SHEFFIELD METALS INTERNATIONAL SHALL NOT IN ANY EVENT BE LIABLE TO THE OWNER OR ANY OTHER PERSON OR ENTITY, FOR ANY ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSES AND/OR LIABILITIES ARISING FROM OR RELATED TO THE DESIGN, USE OR FAILURE OF THE ROOF, THE PRODUCT OR COATING, FOR THE INTERRUPTION OF THE OPERATIONS OR BUSINESS OF THE OWNER OR ANY TENANT, OCCUPIER OR INVITEE OF THE BUILDING, FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PRODUCT OR COATING OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER OR LOSS OF PROFIT OR OTHER FINANCIAL LOSS ARISING OUT OF THE USE OR FAILURE OF THE PRODUCT OR COATING, EVEN IF SHEFFIELD METALS INTERNATIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSE, LOSS AND/OR LIABILITIES, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE

TO ANYONE BY REASON OF THE FACT THAT SUCH PRODUCT OR COATING SHALL HAVE BEEN DEFECTIVE.

SHEFFIELD METALS INTERNATIONAL DOES NOT WARRANT THAT THE PRODUCT OR COATINGS WILL MEET THE REQUIREMENTS OF THE OWNER OR WILL OPERATE IN THE MANNER SELECTED FOR USE BY THE OWNER.

Cancellations

It is the policy of Sheffield Metals International, not to suspend services under the terms of the warranty or cancel warranties after they have been issued, except in cases where the Roof had been damaged due to causes not covered by the warranty.

INSTALLER'S OBLIGATIONS

1. As may be described in further detail in the Installer's warranty document, the Installer is responsible for making the Roof weathertight for the first two (2) year period (as such two (2) year period may be extended by the Installer's warranty) commencing on the Effective Date, before Sheffield Metals International takes over the warranty obligation, and such two (2) year period (as such two (2) year period may be extended by the Installer's warranty) of the Installer's warranty is specifically excluded from this 20 Year Premium Warranty. Written confirmation from the Owner that the roofing system for the Roof has been weathertight for two (2) years (the "Two Year Confirmation"), must be provided by the Installer to Sheffield Metals International as a pre-condition to Sheffield Metals International's duties, liabilities and obligations hereunder under this Warranty.
2. The Installer agrees to do all warranty repair work requested by Sheffield Metals International for such two (2) year warranty period (as such two (2) year period may be extended by the Installer's warranty) solely at Installer's own cost, and after the expiration of such two (2) year period (as such two (2) year period may be extended by the Installer's warranty) without any leaks in the Roof, Sheffield Metals International's warranty duties and obligation begin hereunder. After expiration of the aforementioned two (2) year period (as such two (2) year period may be extended by the Installer's warranty), the Installer agrees to charge a reasonable rate for its warranty work.

INSTALLER'S WARRANTY RESPONSIBILITY

The Installer warrants that the Roof shall have two (2) years continuous leak free service of a weathertight roof. If at any time during such two (2) year period a leak occurs, then such two (2) year period of the Installer's warranty shall restart.

In witness thereof Sheffield Metals International and the Owner have caused this 20 Year Premium Warranty to be executed by their authorized representatives, this ___ day of ____, 20_____.

Sheffield Metals Cleveland, LLC
d/b/a Sheffield Metals International
5467 Evergreen Parkway
Sheffield Village, OH 44054

Building Owner: _____

BY: _____

NAME PRINTED: _____

TITLE: _____

S A M P L E

BY: _____

NAME PRINTED: _____

TITLE: _____

**AS TO THE INSTALLER'S
OBLIGATIONS STATED IN THIS WARRANTY,
ACCEPTED AND AGREED:**

INSTALLER: _____

BY: _____

NAME PRINTED: _____

TITLE: _____

DATE: _____