

The Garland Company, Inc.®

Thirty (30) Year High-Performance R-Mer® Loc Metal Roof System Limited Warranty

Owner Name: <u>SAMPLE</u>	Contractor Name: _____
Address: _____	Address: _____
City: _____ State/Zip: _____	City: _____ State/Zip: _____
Building Name: _____	Products: _____
Roof ID: _____	Square Footage: _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of thirty (30) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system. Garland also warrants, for the extent of this warranty, that the panel materials will not rupture, perforate or fail structurally under normal atmospheric conditions, and that the fluorocarbon finish will not:

- A. Peel, check or crack (except for such slight crazing as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet and which is accepted as standard).
- B. Chalk in excess of numerical rating of eight (8) during the Warranty period when measured in accordance with the standard procedures specified in ASTM D4214.
- C. Fade or change in color in excess of five (5) NBS units during the Warranty period when measured on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Improper cleaning with saline, acidic, basic, or petroleum solutions; or acts of parties other than manufacturer or authorize contractor.
 - 3. Exposure to metallic contact with or water run-off from lead or copper flashings, conduits or any other metallic source.
 - 4. Exposure to direct contact with green, wet or pressure-treated lumber using a salt-borne preservative or wet storage stain due to water or condensation.
 - 5. Roll-forming or metal breaking that causes severe reverse bending, abrasion or any bending greater than 2T as defined by ASTM D4145 (NCCA II-19).
 - 6. Traffic or storage of materials on roof.
 - 7. Ponding water, ice build-up on roof surface or sliding snow or ice when Garland approved snow retention is not installed.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants.
- F. Fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- G. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system
- H. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached.
- I. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.
- J. Issues or damaged caused by the failure by any contractor or subcontractor to follow Garland's recommended installation instructions for the layout, application, and erection of the roof system.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

By: The Garland Company, Inc. Owner: _____

Signed By:  Signed By: _____

Date: _____ Date: _____