



# Eliminaier-T

LIFETIME, 215 MPH WIND, LIMITED WARRANTY

Warranty No. \_\_\_\_\_ System Type: \_\_\_\_\_

Building Owner: \_\_\_\_\_ Installing Contractor: \_\_\_\_\_

Job Name: \_\_\_\_\_ Ship Date: \_\_\_\_\_

Location: \_\_\_\_\_

Metal-Era, Inc. ("Company") warrants solely to the Building Owner identified above ("Owner") that the Eliminaier-T product (the "Product") purchased by Owner will be free of defects in material and workmanship under normal use, reasonable wear and tear excepted. This limited warranty extends only to the Owner, regardless of whether the Product was purchased directly from Company or through an authorized distributor or agent. This limited warranty extends for the life of the roof component(s) of the building on which the Product was originally installed (the "Building"), and is transferable to subsequent owners of the Building, upon written notification of transferred ownership. Regardless of the time of original installation, the warranty period for the Product commences on the date of Final Acceptance. The term "Final Acceptance", as used herein means the date by which each of the following has occurred: (i) the Owner confirms in writing its acceptance of the Product as installed on the Building; and (ii) payment is made in full for the Product and all related installation charges.

If Company confirms a breach of this limited warranty, Company will at its option either repair or replace the non-conforming portion of the Product (i.e., that portion of the Product which does not comply with this limited warranty) and any roof edge component(s), such as for example, fascia, coping, gutter, and/or drip edge, directly attached to the non-conforming portion of the Product. To facilitate such repair or replacement, Company, its agents or employees must be given free and reasonable access to the building roof and the Product during regular business hours. If the Product or any part is no longer available, replacement may be made with a similar product of equal or greater value, at Company's sole discretion. The Company reserves the right, in its sole discretion, to refund the money actually paid for the Product in lieu of repair or replacement. THIS LIMITED WARRANTY DOES NOT COVER, AND COMPANY HAS NO OBLIGATION WITH RESPECT TO, (I) THE ROOF MEMBRANE ITSELF AND (II) ANY SUBSTRATE TO WHICH THE ROOF IS ATTACHED. IN ADDITION, THIS LIMITED WARRANTY DOES NOT COVER, AND COMPANY HAS NO OBLIGATION WITH RESPECT TO, ANY COSTS AND EXPENSES RELATED TO CONSULTANTS AND OTHER EXPERTS RETAINED TO INSPECT AND/OR EVALUATE THE BUILDING, ITS ROOF AND/OR ANY DAMAGE THERETO.

Notice of any warranty claim or request for warranty service should be sent in writing to Company at the following address: Metal-Era, Inc., 1600 Airport Road, Waukesha, WI 53188, Attn: Warranty Claims. Such notice must be given within 30 days after the circumstances giving rise to the claim are discovered. No claim under this limited warranty may be made prior to the date of Final Acceptance.

Company reserves the right to utilize reconditioned and/or refurbished products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part and warranted for the remainder of the original warranty period.

Company reserves the right to modify this limited warranty from time to time. Any modification of this limited warranty shall be effective for all Product orders placed with Company on or after the effective date of such revised limited warranty.

THIS LIMITED WARRANTY DOES NOT APPLY IF:

- The Product is damaged by (i) wind in excess of 215 miles per hour, whether due to hurricane, tornado or otherwise, (ii) flying debris, (iii) airborne or falling objects, or (iv) earthquakes, lightning, fire or other natural disasters.
- The Product failure is due to: (i) defects in, or degradation of the condition of, the substrate to which the Product is attached; (ii) attachment of the Product to an improper substrate (such as, for example, insulation located on or within other materials), concrete having insufficient density, deteriorating wood and/or mortar); (iii) the use of improper fasteners (i.e., fasteners not described in the installation instructions for the Product or other Product documentation); and/or (iv) any failure of the Building to meet applicable building codes or regulations.
- The Product is damaged due to acts of negligence, accidents, misuse, abuse, vandalism, civil disobedience or acts of war.
- The Product is not installed in strict accordance with Company's specifications and printed installation instructions.
- Alterations or repairs are made to the Product without the prior written authorization of Company.
- There is any failure to comply with the terms of this limited warranty.

COMPANY SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER DIRECT OR INDIRECT, ALL OF WHICH ARE HEREBY DISCLAIMED. IN NO EVENT WILL COMPANY'S LIABILITY EXCEED THE ORIGINAL PURCHASE PRICE FOR THE PRODUCT AT ISSUE.

To the maximum extent permitted by applicable law, this limited warranty constitutes Company's sole obligation and Owner's sole remedy for defective Products. THIS LIMITED WARRANTY IS EXPRESSLY GRANTED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED.

Company's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provisions. If a court of competent jurisdiction declares any provision of this limited warranty illegal, invalid or otherwise unenforceable, such provision shall be deemed severed to the extent or scope of the illegality, invalidity or unenforceability. If it remains possible after such severance for the remaining provisions of this limited warranty to achieve the essential intent of the parties, such remaining provisions shall be deemed to remain in full force and effect.

Metal-Era, Inc.

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Eliminaier-T End User Limited Warranty - Version Effective Date: 2/21/18