

## Lifetime, 215 MPH Wind Warranty – Perma-Tite Gold Coping

**WARRANTY NO:** \_\_\_\_\_

**SYSTEM:** \_\_\_\_\_

**BUILDING OWNER:** \_\_\_\_\_

**JOB NAME:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_

**INSTALLING CONTRACTOR:** \_\_\_\_\_

**ORDER SHIP DATE:** \_\_\_\_\_

For the lifetime of the product, not to exceed the life of the roof membrane on which the product was originally installed, commencing from the date of final acceptance indicated above, Metal-Era LLC (“Metal-Era”) warrants to the building owner (“Owner”) above that, subject to the terms, conditions and limitations stated herein, Metal-Era will replace or repair the portion of the Perma-Tite Gold Coping System that has failed due to a defect in Metal-Era supplied materials in the Perma-Tite Gold Coping System at the above building. Metal-Era’s replacement or repair obligations over the life of this guarantee are limited to the owner’s original cost of the Perma-Tite Gold Coping System.

### TERMS, CONDITIONS, LIMITATIONS

- 1.) All Accessories must be manufactured by Metal-Era for warranty to be valid.
- 2.) Owner shall provide Metal-Era with written notice within thirty (30) days of the discovery of any Perma-Tite Gold Coping System failures.
- 3.) If inspection by Metal-Era determines that the damage to the Perma-Tite Gold Coping System was caused by defective materials or by severe wind conditions (except as provided in paragraphs number three (3) and number four (4), owner’s remedies and Metal-Era liability shall be limited to the replacement or repair of the damaged portion subject to the cost limitation set forth above.
- 4.) This warranty shall not be applicable if, in the sole judgment of Metal-Era, any of the following shall occur:

- (a) The Perma-Tite Gold Coping System is damaged by wind in excess of two hundred fifteen (215) miles per hour or from flying debris, airborne objects, or natural disasters, including, but not limited to tornadoes, earthquakes, lightning or fire.
- (b) The failure is due to separation of the wood nailer substrate (or other approved attachment member) from the building.
- (c) The Perma-Tite Gold Coping System is damaged by acts of negligence, accidents, misuse/abuse, including, but not limited to vandalism, civil disobedience or acts of war.
- (d) Metal work or other material not furnished by Metal-Era is used in the Perma-Tite Gold Coping System.

5.) This warranty shall be null and void if in the sole judgment of Metal-Era, any of the following shall occur:

- (a) Installing contractor fails to install the Perma-Tite Gold Coping System in strict accordance with Metal-Era's specifications and printed installation instructions.
- (b) If, after installation of the Perma-Tite Gold Coping System, there are any alterations or repairs made to the system without first obtaining written authorization from Metal-Era, or
- (c) Failure of the owner or lessee to use reasonable care in maintaining the Perma-Tite Gold Coping System, or
- (d) Owner fails to comply with every term or condition stated herein.

6.) During the terms of this warranty, Metal-Era, its agents or employees shall have free and reasonable access to the roof and Perma-Tite System during regular business hours.

7.) Metal-Era shall have no obligation under this guarantee until all bills for installation, supplies and service have been paid in full to the Metal-Era installing contractor, to metal suppliers and to Metal-Era.

8.) Metal-Era'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.

9.) This warranty supersedes and is in lieu of any and all other expressed warranties that are in conflict with the terms and conditions stated herein.

YOU AGREE METAL-ERA ASSUMES NO LIABILITY FOR CONSEQUENTIAL DAMAGES OF ANY KIND WHICH RESULT FROM THE USE OR MISUSE OF THE PERMA-TITE GOLD COPING SYSTEM. THIS IS THE ENTIRE WARRANTY AGREEMENT AND THERE ARE NO OTHER GUARANTEES OR WARRANTIES EXPRESSED OR IMPLIED.

By: \_\_\_\_\_

Date: \_\_\_\_\_