



**20-YEAR LIMITED  
WATERTIGHTNESS  
WARRANTY**



# 20-YEAR LIMITED WATERTIGHTNESS WARRANTY

**PREMIUM METAL ROOF SYSTEMS, INC.**  
1908 Cowart St  
Chattanooga, TN 37408  
423-634-5056

PMRS CONTRACTOR:

\_\_\_\_\_

PROJECT OWNER:

\_\_\_\_\_

AREA OF PRODUCT APPROVED  
AND APPLIED:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

BUILDING LOCATION:

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## WARRANTY PROVISIONS FOR MATERIALS AND WORKMANSHIP

Premium Metal Roof Systems, Inc., a Tennessee Corporation (hereinafter "Premium"), and the Installation Contractor ("Contractor") identified above, hereby warrant to the Owner listed above that for a period of twenty (20) years from the date of substantial completion of the Roofing System (the "Roofing System"), applied to the above described Building, should leaks develop in the Roofing System due solely to manufacturing defects, ordinary wear and tear by the elements or workmanship on the part of the Contractor, then subject to each and every term, condition and limitation contained herein, they shall be responsible for completing such repairs to the Roofing System as are necessary to return it to watertight condition. Notwithstanding anything contained herein to the contrary, during the first two (2) years of this Warranty, Contractor shall be solely responsible for any and all cost to correct any roof water leak caused by defective workmanship or installation for the first two (2) years after substantial completion. For the remaining eighteen (18) years of this warranty, Premium will correct water leaks caused by defective material and will be responsible to correct leaks caused by defective workmanship.

The twenty-year watertightness warranty is transferable in the event Owner transfers ownership of the building. Within thirty (30) days of the transfer of ownership, the new Owner must send notification of same to Premium, via certified mail, enclosing a \$50.00 warranty transfer fee.

## EXCLUSIONS

This Limited Warranty shall apply only to Roofing Systems installed by a Premium authorized contractor and specifically does not cover leaks caused, in whole or in part, by any one of the following:

- LISTNUM cbs3 \13 Exposure to corrosive chemicals, ash, fumes, airborne stain, mold, or mildew.
- LISTNUM cbs3 \13 Any corrosive substance or condensate of any harmful substance contained, generated or released from inside the building, or condensation from the underside of the roof.
- LISTNUM cbs3 \13 Worker traffic on roof, other than traffic during the course of installation.
- LISTNUM cbs3 \13 Hail, fire, lightening, wind damage, hurricane, tornado, earthquake, or any acts of God.
- LISTNUM cbs3 \13 Alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from Premium or repairs performed or materials furnished by entities other than Premium or the Contractor.



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- Failure by the Owner or any lessee or other occupant or user of the Building to take reasonable care in maintaining the roof, such as cleaning the gutters, valleys, etc., so as to allow water to run off uninterruptedly.
- Faulty building design or construction, water through wall and/or chimney, caulking, or sealants.
- Birds, vermin, rodents, insects, or other animals or pests.
- Settlement, failure or cracking of the roof deck, walls or foundation of the building, or defects or failures of walls or any part of the building structure.
- Any other cause beyond the control of Premium and the Contractor.
- Marine (salt water) atmosphere or regular spray of salt water.

**THE WARRANTY CONTAINED HEREIN EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY. PREMIUM AND THE CONTRACTOR SHALL NOT BE LIABLE TO THE OWNER FOR ANY CLAIM BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY, TORT, OR OTHER THEORY OR CAUSE OR ACTIONS, NOR SHALL THEY BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER ARISING OR BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSS TO THE BUILDING, ITS CONTENTS, OR OCCUPANTS.**

## NOTICE OF CLAIMS AND GENERAL PROVISIONS

All claims hereunder must be submitted, in writing, to Premium within the Warranty period and within thirty (30) days of the discovery of any leak in the Roofing System. Failure of the Owner to do so shall relieve Premium and the Contractor of any and all responsibility and/or liability under the terms hereof. If, after inspection by Premium, it is determined that the leak is caused by defects in the Roofing System's material or workmanship in accordance with this Limited Warranty, the Roofing System shall be repaired in accordance with this Warranty. Such work shall be completed within a reasonable period of time after notice of Premium watertightness failure. The Owner's exclusive remedy and Premium's and the Contractor's liability shall be limited to repair of the Roofing System and their liability for the cost of said repairs shall not exceed the dollar amount paid by the Owner for the Roofing System, including the cost of installation. All notices given under or pursuant to this Warranty shall be in writing and sent by certified mail, return receipt requested, to Premium and the Contractor to the following addresses:

**WARRANTY DEPARTMENT:**  
 PREMIUM METAL ROOF SYSTEMS, INC.  
 1908 COWART STREET  
 CHATTANOOGA, TN 37408  
 423-634-5056

**INSTALLER:**  
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During the term of this Warranty, Premium and the Contractor, their sales representatives, and employees, shall have free access to the roofing during regular business hours upon reasonable notice to the Building Owner.

This document constitutes the entire Warranty made by Premium and the Contractor. No modification or amendment of this Warranty shall be binding on Premium or the Contractor unless made in writing and signed by their authorized representatives. The terms, conditions, and provision contained in this Warranty may be waived only in writing signed by Premium. No oral statements, course or conduct or course of dealing shall be deemed or constitute a waiver.

The invalidity or unenforceability of any provisions of this Warranty shall not affect the enforceability and validity of any remaining provisions, and this Warranty shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

This Warranty shall be governed by and construed in accordance with the laws of the State of Tennessee.

Neither Premium nor the Contractor shall have any obligation under this Warranty unless all invoices for materials and installation have been paid in full by or on behalf of the Building Owner.

EXECUTED THIS \_\_\_\_\_ DAY OF, 20\_\_\_\_ .

### MANUFACTURER:

Premium Metal Roof Systems, Inc.

\_\_\_\_\_  
Kevin Whitmore, President

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

### OWNER:

\_\_\_\_\_  
Name & Title:

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

### CONTRACTOR:

\_\_\_\_\_  
Name & Title:

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

