



## **STANDARD NDL (No Dollar Limit) 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY AGREEMENT**

**IN CONSIDERATION** of the purchase by the owner whose name appears hereafter ("Owner") of a roofing system ("Roofing System") manufactured by ACI Building Systems, LLC. ("ACI"), and installed by the roofing contractor whose name appears hereafter ("Roofing Contractor"), and subject to all terms, conditions, limitations, allocations of warranty, and responsibilities set forth hereinafter, ACI and Roofing Contractor severally warrant to Owner that the Roofing System will prevent leaks of rainwater into Owner's building for 20 years from the date of substantial completion.

Responsibility for performance of the Limited Warranty is severally allocated as follows: For the initial twenty-four months following completion of erection, Roofing Contractor shall be solely responsible for all repairs resulting from defects or deficiencies in workmanship in installing the Roofing System, but shall not be responsible for any defects in materials supplied by ACI, nor for any defects in ACI's design of the Roofing System. For its part, ACI shall be solely responsible for all defects in materials and Roofing System design, and subsequent to the initial twenty-four month period following completion of erection, ACI shall be responsible for all defects in the workmanship of installation as well. Prior to ACI accepting responsibility for ALL defects, the building(s) must have remained LEAK FREE for (24) continuous months.

ACI AND ROOFING CONTRACTOR MAKE NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AND DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL ACI OR ROOFING CONTRACTOR BE LIABLE FOR ANY LOSS OF PROFIT, OTHER COMMERCIAL LOSS, CLAIMS FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY TYPE RESULTING FROM ANY DEFECT IN THE ROOFING SYSTEM, OR LOSS TO THE INTERIOR OF THE BUILDING OR ITS CONTENTS, WHETHER OWNER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. OWNER EXPRESSLY AGREES THAT THE REMEDIES SET FORTH HEREIN ARE OWNER'S SOLE AND EXCLUSIVE REMEDIES.

ACI'S TOTAL CUMULATIVE LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE COST OF THE REPLACEMENT OF THE DEFICIENT ELEMENT(S) OF THE ROOFING SYSTEM, UTILIZING NORMAL MATERIALS, METHODS AND WORKMANSHIP or **No Dollar Limit**, "WHICHEVER IS LESS". ALL WARRANTIES BY ACI TO OWNER MAY BE FULLY SATISFIED BY THE REPAIR OF THE ROOFING SYSTEM, OR BY ACI'S TENDER OF THE RESIDUE, IF ANY, OF THE GROSS DOLLAR AMOUNT OF THE MAXIMUM LIABILITY.

ROOFING CONTRACTOR'S TOTAL LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO SUPPLYING ALL OF THE LABOR COST FOR REPAIRING ANY LEAKS IN THE ROOFING SYSTEM FOR THE INITIAL TWENTY-FOUR MONTHS FOLLOWING COMPLETION OF ERECTION.

### **TERMS, CONDITIONS, LIMITATIONS**

#### **A. Conditions Precedent.**

The absence of any one of the following conditions shall render this Limited Warranty void and unenforceable, and relieve ACI of liability and responsibility to repair the Roofing system. ACI shall have no obligations under this Limited Warranty unless or until each of the following conditions exist or shall have been fulfilled:

1. All elements of the Roofing System have been properly installed in the manner set forth in ACI's current Roofing System installation and erection documentation, incorporated herein by reference, and sound industry practice, including, but not limited to, installation of all roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips, vapor barriers, insulation, thermal blocks, and flashing.
2. All bills for materials and services by ACI and the Roofing Contractor have been paid in full.
3. Within sixty days of completion of installation of the Roofing System, ACI shall have received, and approved in writing, final drawings of the installed Roofing System, showing the exact number, size, and location of all roof penetrations and roof-top equipment, certified to be correct by the Roofing Contractor, together with photographs of the completed Roofing System.

4. No other manufacturers' products have been substituted for ACI's products, or otherwise incorporated into the Roofing System, unless approved by ACI in writing in advance.
5. Owner shall have permitted ACI to repair the Roofing System at any reasonable time ACI and/or Roofing Contractor, in their respective options, deem the Roofing System to be in need of repair.
6. Owner shall have provided ACI with written notice within thirty days of the discovery of any leaks in the Roofing System, together with evidence that establishes that the claimed non-conformance or defect resulted from a breach of the warranty set forth herein, and ACI and its agents have been given a reasonable opportunity to inspect the alleged problem.
7. Any claim made hereunder is being made within the terms of the Limited Warranty.

**B. Conditions or events, which shall void the Limited Warranty.**

The parties hereto understand that metal roofing systems have certain physical characteristics and consequent limitations which must be adhered to in order to maintain the beauty and integrity of a roofing system. Failure to respect these limitations can cause a roofing system to leak or even fail, no matter how high the quality of the roofing system as shipped or installed. Owner understands that this Limited Weathertightness Warranty is not an insurance policy against any possible occurrence, but rather is a limited warranty by ACI and Roofing Contractor, respectively, that they have delivered and installed a quality Roofing System. This Limited Warranty is not intended to protect Owner from occurrences outside the reasonable control of ACI and Roofing Contractor.

The following conditions or events (grouped under headings for convenience only) describe damage or deterioration to roofing systems which can occur before, during, or after installation of the roofing system. The occurrence of any one or more of the following shall render this Limited Warranty void and unenforceable, and relieve ACI and Roofing Contractor (for matters which occur subsequent to completion of installation of the Roofing System) of responsibility to repair the Roofing System:

**1. Damage occurring prior to completion of the Roofing System.**

- a. Damage due to mechanical or chemical causes.
- b. Damage to panels due to condensation or failure to keep the panels dry prior to installation, whether during shipment, storage, or the erection process.
- c. Damage outside the reasonable control of ACI or Roofing Contractor, respectively.

**2. Damage due to or associated with improper construction or later alterations.**

- a. Deterioration due to water run-off from, or electrolytic corrosion to, areas in metallic contact with lead or copper.
- b. Failure to remove debris from overlaps during construction.
- c. Deterioration of panels caused by contact with green or wet lumber.
- d. Deterioration of panels due to exposure to wet or damp insulation.
- e. Damage occurring as a consequence of interior condensation, whether to the Roofing System, or underside corrosion, or to the building. Failure to use vapor barriers with a permeability rating of .05 or less with sealed joints and perimeter, especially where insulation is installed immediately beneath the roof panels. Failure to insure adequate ventilation of attic space between a roof panel and insulation, especially where insulation is installed directly on top of an existing roof.
- f. Leakage associated with gutters, valleys, flashing to parapets or to other structures, improper installation of panels or other causes which allow water to cascade onto the Roofing System, or situations which prevent continuous drainage of water from the Roofing System.
- g. Leakage associated with penetrations of the Roofing System by vents, ventilators, skylights, signs, equipment, or penetrations as a result of other causes.
- h. Suspension on the building of any weight in excess of design specifications.
- i. Defects in the foundation.
- j. Deterioration of panels caused directly or indirectly by panel contact with fasteners (unless provided by ACI).
- k. Damage occurring as a result of improper care during the installation process.

**3. Damage due to or associated with exposure to harmful external forces or conditions.**

- a. Deterioration caused by marine or saltwater atmospheres or by regular spray of either salt or fresh water.
- b. Corrosion caused by fallout or exposure to corrosive chemicals, including but not limited to, ash or fumes from any chemical plant, aviation fuel, foundry, plating works, kiln, fertilizer manufacturing, paper plant, cement dust, animal waste, or emissions from similarly corrosive sources.

- c. Damage caused by falling or moving objects, fire, explosion, riot, civil commotion, acts of war, natural disasters, or by other abnormal environmental conditions; foreign substances in the air, lightning, strong gales, hurricanes, tornadoes, or earthquakes.
- d. Leakage caused by ice-dams, which prevent the free flow of water off of the Roofing System.
- e. Any cause beyond the reasonable control of ACI or Roofing Contractor.

**4. Damage resulting from improper use or lack of maintenance.**

- a. Deterioration caused by any corrosive substance or condensate of any substance contained, generated or released inside or near the building.
- b. Damage caused by individuals on the Roofing System, whether engaged in walking, jumping, scraping, hammering, gouging, carving, vandalism, or other improper treatment or abuse.
- c. Failure to promptly remove debris from all surfaces of the panels.
- d. Damage to panel coating caused by scouring or cleaning procedures.
- e. Movement of the building from its original location.
- f. Failure by Owner, Owner's agent(s), lessee(s), or other occupant or user to use reasonable care in maintaining the roof.
- g. Alterations to the Roofing System undertaken without ACI's prior written authorization, including, but not limited to, structures, fixtures, or utilities being placed upon or attached to the Roofing System.
- h. Other causes of leakage, which cannot fairly be attributed to defects in the Roofing System supplied by ACI, or to the construction workmanship of Roofing Contractor.

**C. Other terms and conditions.**

- 1. During the term of this Limited Warranty, ACI and its agents shall have reasonable free access to inspect the Roofing System. ACI shall be entitled, at its sole discretion, to repair any element of the Roofing System it deems in need of same. ACI shall have sole discretion to determine the type of repair needed, and how it shall be undertaken. ACI and/or Roofing Contractor shall not be liable for the cost of any repairs undertaken by others without prior written approval.
- 2. Neither ACI nor Roofing Contractor'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, or of their right to exercise any of the terms hereof at any future time.
- 3. If the subject roof is covered by products of more than one roofing products manufacturer (where ACI has approved in writing the use of other manufacturers products), this Limited Warranty shall apply only to those portions of the roof which are covered solely by ACI's manufactured products.
- 4. This Limited Warranty is tendered for the sole benefit of the original purchaser as named below and is not transferable or assignable.
- 5. No oral agreements or understandings purported to have been made before or subsequent to the signing hereof, nor any course of conduct or performance, shall modify this agreement. This agreement sets forth the full and complete rights of the parties hereto, and may not be amended orally, but only in writing signed by duly authorized officers of the parties concerned.
- 6. It is a condition of this Limited Warranty that Owner shall have established compliance with the conditions and requirements set forth herein.
- 7. The laws of the State of Mississippi shall govern the rights and duties of the parties under this agreement and jurisdiction and venue shall be Panola County, Mississippi.

**D. Project information.**

ACI Building Systems, LLC. Job #: \_\_\_\_\_

Building Owner: \_\_\_\_\_

Project Name and Location: \_\_\_\_\_

Type of Roof Covering: \_\_\_\_\_

Roof Pitch (must be greater than 1/2:12): \_\_\_\_\_

Square Footage of the Roof System: \_\_\_\_\_

Date of Completion of Installation: \_\_\_\_\_

Building End Use: \_\_\_\_\_

**THIS AGREEMENT** shall become valid only when signed by each of the Owner, Roofing Contractor and ACI Building Systems, LLC.

To be signed by Owner: I have read, understand, and agree to the terms and conditions hereof:

**Owner:** \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

To be signed by Roofing Contractor(s):

I/we are the Roof Contractor on this project. I/we warrant to ACI and the owner that the Roofing System described herein has been competently constructed in strict accordance with ACI's published erection procedures and sound industry practices. I/we agree that for the initial twenty-four months following completion of erection or prior to the building(s) remaining leak free for twenty-four continuous months, I/we agree to promptly correct any roof leaks which result from improper workmanship or improper installation.

**Roofing Contractor (ACI Customer):** \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Roofing Subcontractor (If applicable):** \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

To be signed by ACI Building Systems, LLC.

**ACI Building Systems, LLC.**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_