

## SENTRIGARD® WEATHERTIGHTNESS LIMITED WARRANTY (October \_\_, 2019 version)

This Sentrigard® Weathertightness Limited Warranty is applicable solely to the original building owner (hereinafter, the "Customer") purchasing and installing a Sentrigard® Standing Seam Metal Roof System (hereinafter, the "System") sold by N.B. Handy Company (hereinafter, "Company") and installed by a third party installation contractor off of Company's approved list (hereinafter, "Contractor").

### 1. LIMITED WARRANTY; EXCLUSIVE REMEDIES:

1.1. LIMITED WARRANTY ON SYSTEMS: Subject to the restrictions and terms herein, Company warrants solely to the original Customer that the System will be weathertight for that certain period of years as stated on the attached Exhibit A. Notwithstanding the foregoing, the colors of the System may vary within a reasonable scope due to unavoidable color variations in different production batches, and such variations shall not constitute a material defect. This limited warranty is limited solely to the original Customer with proof of purchase.

1.2. THE LIMITED WARRANTY: During a covered System's limited warranty period, Company will, at Company's sole option and discretion, (1) repair or correct the defective System in whole or in part or (2) replace the defective System in whole or in part. Such repair or replacement shall be performed by Company or at Company's direction without charge to Customer for both the material and labor costs associated with the same. Limitations on Company's financial obligations related to this limited warranty, if any, are stated on the attached Exhibit A.

1.3. PREREQUISITES FOR LIMITED WARRANTY COVERAGE: The foregoing limited warranty is entirely subject to the occurrence of all of the following:

(a) Contractor's inspection of the System's component parts prior to fabrication and installation of same.

(b) Contractor's installation of the System within ninety (90) days of the date that the System's component parts are shipped from Company to Contractor.

(c) Contractor's installation of the System in full and complete accordance with both (i) Company's then current System installation instructions and (ii) commonly accepted industry practices. The System shall be inspected by a third party installation inspector both during and after the System's installation. This limited warranty document will reflect both inspection dates on the attached Exhibit A. Company's System Installation Instructions may be found at: <http://www.sentrigard.com/Static/Installation>

(d) The Materials shall be installed with a final, as-installed slope as follows:

- (i) Sentrigard SL 150: Minimum Slope 1-1/2":12";
- (ii) Sentrigard SL 175: Minimum Slope 1":12";
- (iii) Sentrigard ML 150: Minimum Slope 1-1/2":12"; or
- (iv) Sentrigard ML 200: Minimum Slope 1/2":12".

(e) All amounts due for the System and the installation of the same shall have been paid for in full by Customer to Contractor and by Contractor to Company.

1.4. LIMITED WARRANTY MAINTENANCE: Once initiated, the continuation and validity of the foregoing limited warranty shall immediately be null and void upon the occurrence of any the following conditions, regardless of whether or not such conditions result from or are occasioned by the negligence or fault of any party other than Customer:

(a) Customer's failure to directly or indirectly observe and adhere to Company's use, care, cleaning, handling, and maintenance guide for Systems as the same is in effect on the date that the System passes the final inspection described within Section 1.3(a). Company's current Building Owner Maintenance and Inspection Requirements may be found at: <http://www.sentrigard.com/Static/Owner>

(b) Customer's alteration, modification, and/or repair in any way of the System following the final inspection date

identified within Section 1.3(a) without having first obtained Company's prior written consent.

(c) The settlement, expansion, contraction, cracking, warping, movement, deflection or any other movement of the substrate under the building bearing the System or the foundation or load bearing walls of such same building.

(d) Damage to the System resulting from external forces or other acts of God including, without limitation, accidents, explosions, vandalism, natural disasters, and/or severe weather conditions including, without limitation, tornados, hurricanes, hail, floods, cyclones, sand storms, earthquakes, fire, lightning, or wind speeds in excess of speeds appropriate for the location where the System is installed as determined by the provisions of the International Building Code (as interpreted at the time of such damage) and applicable local regulatory requirements (if any).

(e) Customer's change in the building's use or utilization without having first obtained Company's prior written consent.

(f) The prolonged presence of standing or ponding water on the System.

(g) The exposure of the System to marine (salt) water or to a regular spray of water of any kind.

(h) Damage to the System caused by contaminants present within the atmosphere (including, without limitation, corrosive chemicals, ash or fumes from a chemical plant, foundry, plating facility, kiln, fertilizer manufacturing plant, or paper manufacturing plant) or generated within the building including, without limitation, condensate/moisture buildup due to either (y) inadequate building and/or insulation ventilation or (z) the use of an inadequate vapor barrier (adequacy being defined as a permeability rating of .5 or less with sealed joints and perimeter) when insulation is installed immediately beneath the System panel.

(i) Damage to the System caused by falling objects, projectiles (however propelled), foot traffic, storage of materials, or recreational activities.

(j) Damage to the System caused by movement of, deterioration of, contact with, or runoff from metal, rubber based components, fasteners, sealants, lumber (treated, green, or wet), concrete, and/or soil in direct contact with or adjacent to the System unless such components are an integral part of the System and were approved in writing by Company prior to the System's initial installation.

(k) Damage to the System caused by failure of any materials, assemblies, or components furnished by anyone other than Company.

(l) Damage to the System caused by the failure of gutters or downspouts of any kind on or related to the building bearing the System.

(m) Damage to the System caused by water repeated cascading onto any part of the System.

(n) Damage to the System caused by uneven or rough surfaces or protrusions below the System panels.

(o) Damage of any kind to the System caused by animals of any kind including insects.

(p) Damage caused by failure to remove debris from overlaps and all other surfaces of the Materials.

(q) Customer's painting, on their own or on their direction, of the Materials.

1.5. LIMITED WARRANTY CLAIMS PROCEDURE: To obtain performance under this limited warranty, Customer shall notify Company in writing (to N.B. Handy Company, 65 10<sup>th</sup> Street, Lynchburg, VA 24506, Attn: Warranty Administrator) with a full description of the claimed defect that is covered by this warranty and a copy of this warranty. Such notice shall be given to Company during the limited warranty period and within thirty (30) days after either (i) Customer's discovery of the claimed defect or (ii) the time such claimed defect should have been discovered after the exercise of commercially reasonable diligence. Company shall review each such claim and, as applicable, be given the opportunity to directly or through an agent, inspect the System in question. No components or materials shall be returned to Company without Company's prior approval. Following its review, Company will evaluate the System to determine if to Company's reasonable satisfaction there is indeed an actionable warranty claim and, if so, how Company wishes to remedy the same. During a covered System's respective limited warranty period, Company will, at Company's sole and absolute option and discretion and subject to any limitations stated elsewhere within this limited warranty, if any, (1) repair or correct the defective System in whole or in part or (2) replace the defective System in whole or in part. Such repair or replacement shall be performed by Company or at

Company's direction without charge to Customer for both the material and labor costs associated with the repair and removal of such defective material and installation of replacement materials. Refunds are not available. Any repaired, corrected, or replaced Systems shall be subject to the Limited Warranty set forth to the duration of the original limited warranty period as set forth in Exhibit A and not for any extended duration, following their repair, correction, or replacement. If Company has received notification from Customer of a potential claim under this limited warranty, and no warranted defects of the System could be discovered, Customer may bear the costs that Company incurred as a result of investigating such notice in Company's sole and absolute discretion.

1.6. **EXCLUSIONS FROM LIMITED WARRANTY COVERAGE:** The foregoing limited warranty does not include defects in the System resulting from ordinary wear and tear, abuse or misuse, mishandling, neglect, or use beyond the System's intended use. **NO WARRANTY** of any kind is provided by Company for claims directly resulting from improper or incorrect System installation, design, or fabrication. Liability for such claims shall be the sole responsibility of the third party responsible for such installation, design, or fabrication. **NO WARRANTY** of any kind is provided by Company on the System's substrate or surface paints, even though the System consists of the substrate and is covered with such paints. The manufacturers or suppliers of such substrate and surface paints may provide their own warranties and such warranties, if any, are Customer's sole remedy with respect to such particular products. Company shall pass along to Customer the specific warranties offered by such manufacturers, if any. Company cannot guarantee or represent that such other manufacturer shall comply with the terms of such warranties.

1.7. **IF A COMPANY SYSTEM DOES NOT CONFORM TO THIS LIMITED WARRANTY, THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS, AT COMPANY'S SOLE AND EXCLUSIVE OPTION, THE (1) REPAIR OR CORRECT A DEFECTIVE SYSTEM IN WHOLE OR IN PART OR (2) REPLACEMENT OF A DEFECTIVE SYSTEM IN WHOLE OR IN PART. THE LIMITED WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND MADE IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, RIGHTS OR CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. IF COMPANY CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. EXCEPT AS EXPRESSLY DESCRIBED HEREIN, COMPANY DISCLAIMS AND CUSTOMER WAIVES ANY LIABILITY OF COMPANY IN TORT, STRICT OR OTHERWISE, OR OTHERWISE IN LAW OR EQUITY, FOR DAMAGES, DIRECT OR CONSEQUENTIAL, RESULTING FROM A DEFECT IN DESIGN, MATERIAL, WORKMANSHIP, OR MANUFACTURE, WHETHER OR NOT OCCASIONED BY COMPANY'S NEGLIGENCE.** Company does not assume or authorize any person to assume for them any other liability in connection with the Systems.

## 2. EXCLUSION AND LIMITATION OF LIABILITY:

**IN NO EVENT, WHETHER BASED ON CONTRACT OR TORT OR OTHER LEGAL THEORY, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING, DAMAGES TO PROPERTY OTHER THAN THE SYSTEM, INCONVENIENCE, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, PERSONAL INJURY OR BODILY INJURY, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to Customer. In jurisdictions that limit the scope of or preclude limitations or exclusion of remedies or damages, or of liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth above are intended to apply to the maximum extent permitted by applicable law. This limited warranty gives the Customer specific legal rights, and the Customer may also have other rights that vary by state, country or other jurisdiction.

## 3. TRANSFERS; ASSIGNMENTS:

This limited warranty is extended to Customer as the original purchaser from Company and is non-transferrable and non-assignable. No rights against Company shall be created by any attempted transfer or assignment, nor shall any rights against Company survive any such purported transfer or assignment. Customer, its agents or representatives shall not claim, represent, or imply that these warranties extend or are available to parties other than Customer, and to the limit of its legal right to do so, Customer shall cause any party to cease and desist any such misrepresentation.

This condition shall constitute a material term of these warranties, and any violation by Customer thereof shall excuse Company from its obligations hereunder.

#### **4. ENTIRE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES:**

This limited warranty constitutes the entire, final, complete, and exclusive expression of the terms of this warranty as offered by Company. To be effective any modification thereof must be in writing and signed by all parties hereto. This limited warranty is only effective once signed on Exhibit A by all of Company (by a duly authorized Company representative), Contractor, and Customer. This limited warranty can be signed in any number of counterparts, each of which will be considered an original, and all of which will constitute but one and the same instrument. Any party hereto may execute and deliver a counterpart of this limited warranty by electronic transmission of Exhibit A of this limited warranty signed by such party, and any such electronic signature shall be treated in all respects as having the same effect as an original signature.

#### **5. SEVERABILITY:**

If any provision of this limited warranty is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with its stated intention, or, if incapable of such enforcement, will be deemed to be severed and deleted from this limited warranty, while the remainder of the terms of this limited warranty will continue in full force and effect.

#### **6. DISPUTE RESOLUTION; MEDIATION:**

This Sentrigard® Weathertightness Limited Warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its principles of conflicts of law. The parties acknowledge the exclusive jurisdiction of the federal and state courts of the Commonwealth of Virginia. Any claims or disputes under this Sentrigard® Weathertightness Limited Warranty shall be heard exclusively in any state or federal courts sitting in Lynchburg, Virginia, and both parties expressly consent to the personal jurisdiction and venue of the Virginia state and federal courts for such actions.

Notwithstanding the prior paragraph, in the case of any controversy, claim, or dispute arising out of or related to this limited warranty which cannot be resolved by direct negotiation between the parties, the parties agree that, prior to commencing any formal proceeding, the parties will first engage the services of a mutually selected professional mediator and attempt in good faith to resolve the dispute through confidential mediation. The parties shall each bear an equal portion of the mediator's fees and expenses. Each party shall bear its own attorneys' fees and expenses.

#### **7. WARRANTY SERVICE FROM CONTRACTOR DURING THE WARRANTY PERIOD:**

Following the claims procedure established within Section 1.5 hereinabove, the Contractor shall provide at its sole cost and expense all remedies to the System as approved and deemed appropriate by Company during the first two (2) remedy-free years of the limited warranty period. For the avoidance of doubt, if a remedy is deemed required to the System within the first two (2) years of the limited warranty period then the duration of time where the Contractor is responsible for servicing the limited warranty for the System shall be extended until such time that two (2) consecutive years have passed without a remedy-requiring warranty claim. Notwithstanding Contractor's service obligation as outlined herein, the relationship between Company and Contractor shall be that of Independent Contractors. Contractor shall be responsible for carrying all commercially reasonable levels of general business, casualty, commercial general liability, workmen's compensation insurance and add Company as an additional insured on a primary and non-contributory basis for Auto Liability and General Liability (including Products and Completed Operations), and Umbrella/Excess policy when applicable. Contractor may employ employees to assist in the provision of the remedies outlined above but shall solely be responsible for and pay any and all costs and obligations associated with such employees. To the fullest extent provided by law, Contractor shall protect, defend, indemnify and hold harmless Company and its respective officers, directors, agents, shareholders, employees and invitees (hereinafter individually a "Company Indemnitee" and collectively the "Company Indemnitees") from and against any liability, claim(s), proceeding(s), loss(es), damage(s), fine(s), judgment(s), award(s), cost(s) and expense(s) of any nature incurred by or asserted against any Company Indemnitee caused in whole or in part by: (i) the acts or omissions of Contractor, its officers, agents or employees or others acting on its behalf including, without limitation, the performance of the limited warranty remedy service outlined above; and/or (ii) any claim arising out of or relating to a violation of law by Contractor, its officers, agents or employees of others acting on its behalf.

#### **8. TERMINATION OF WARRANTY:**

Company reserves the right to terminate this Sentrigard® Weathertightness Limited Warranty at any time, except as



to Systems already installed and orders already accepted on the date of such termination.

**SENTRIGARD® WEATHERTIGHTNESS  
LIMITED WARRANTY  
EXHIBIT A  
SYSTEM SPECIFICS**

Building location:

Customer:

System Description (including panel profile, substrate, decking, clip type, fastener type, underlayment type, insulation type, and overall System area):

Company invoice numbers:

Components (materials, assembly, finish):

Date of final materials shipment by Company:

General Contractor:

Installation Contractor:

Building use at time of System installation:

First inspection by and date:

Second inspection by and date:

Limited Warranty effective date:

Limited Warranty duration (as per Section 1.1.):

Limited Warranty claims limit (as per Section 1.2.):

This Sentrigard® Weathertightness Limited Warranty is approved and authorized this \_\_\_ day of \_\_\_\_\_, 20\_\_.

N.B. HANDY COMPANY

by: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_, \_\_\_\_\_  
NAME TITLE

This Sentrigard® Weathertightness Limited Warranty is accepted on its express terms this \_\_\_ day of \_\_\_\_\_, 20\_\_.

INSTALLATION CONTRACTOR:

\_\_\_\_\_  
by: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_, \_\_\_\_\_  
NAME TITLE

CUSTOMER:

\_\_\_\_\_  
by: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_, \_\_\_\_\_