



**AEP SPAN 20 YEAR STANDARD PANEL SIDE SEAM
WEATHERTIGHTNESS LIMITED WARRANTY AGREEMENT**

Limited Warranty. AEP Span (“AEP”), a division of ASC Profiles LLC, and the Roofing Contractor identified below (“Roofing Contractor”) severally extend this 20 Year Standard Panel Side Seam Weathertightness Limited Warranty for the metal roofing panel side seam only (“Roof System”) as manufactured by AEP and installed on building(s) (“Building”) for the Project identified below (“Project”) for the original Building Owner identified below (“Owner”).

DATE OF WARRANTY ISSUANCE:

OWNER:

PROJECT:

PRODUCT(S):

INVOICED TO:

INVOICE NUMBER(S):

INVOICE DATE(S):

Subject to the terms and conditions set forth in this Limited Warranty Agreement (“Agreement”), AEP and the Roofing Contractor warrant that AEP’s materials and the Roofing Contractor’s workmanship on the Project, will be adequate to prevent leaks through the Roof System for a period of twenty (20) years commencing with the Date of Substantial Completion. The “Date of Substantial Completion” is hereby defined as the earlier of: (a) the date of issuance of the certificate of substantial completion for the Building or the Project, (b) the date of issuance of the certificate of occupancy for the Building or Project or Owner’s actual occupancy of the Building or the Project, or (c) six (6) months after the Date of Warranty Issuance identified above.

Exclusions. This Agreement does not cover any leakage through the Roof System caused by or associated with:

- 1) Corrosion or deterioration caused by: (a) exposure to marine (salt water) atmosphere; (b) moisture containing salt from atmospheric conditions; (c) constant spray of any type of water; (d) condensation of water vapor or corrosive substance; (e) drainage from rooftop equipment including venting stacks; (f) fallout or exposure to corrosive chemicals or fumes including ash, cement dust, or metallic contact with or oxidation run off from dissimilar metals, lead, copper, CCA, ACQ, CA, pressure treated, green or wet lumber, or wet insulation or other treated lumber, or fire retardant impregnated or treated wood shakes; or (g) corrosive substances generated or released inside or from outside the Building.
- 2) Alterations, repairs or other changes affecting the Roof System without (a) prior written notice to AEP (before such alterations, repairs or changes are made) and (b) written

- approval and authorization from AEP to proceed with such alterations, repairs or other changes.
- 3) Ventilators/vents, skylights, flashings, roof curbs or other penetrations of the Roof System unless specifically shown and detailed on Shop Drawings approved in writing by AEP or generated by AEP.
 - 4) Damage to all or any part of the Roof System caused by acts of God, unspecified natural disasters or any other cause outside the direct control of AEP, including, but not limited to, lightning, hail, fire, explosions, earthquake, winds in excess of those specified by architect or engineer on the Project, accidents, vandalism, falling objects, civil commotions, terrorism, or acts of war.
 - 5) Conditions that: (a) block the drainage or free flow of rain water or snow or ice melt; (b) allow or encourage ponding or standing water; or (c) allow or encourage uncontrolled drainage onto any part of the Roof System.
 - 6) Inadequate vapor barriers (perm rating greater than .05 or unsealed joints and perimeter) or lack of adequate ventilation of attic spaces.
 - 7) Roofing underlayments that have granular or abrasive surfaces that can abrade any portion of the Roof System.
 - 8) Lack of regular, normal, or routine care in maintaining the Roof System or failure to follow AEP's Care and Maintenance Instructions.
 - 9) Failure to follow AEP's details and specifications in performing any installation, repair or replacement work.
 - 10) Equipment attached to the Roof System, including, but not limited to, signage, snow retention and fall protection devices.
 - 11) Internal or perimeter gutters attached to the Roof System.
 - 12) Structural movement or failure or movement of any material underlying the Roof System or base flashing.
 - 13) Misuse or abuse of the Roof System.

AEP shall have no liability or responsibility under this Agreement if any of the following occurs:

- A. Failure by the Roofing Contractor to use sealants, mastics, fasteners, roof panels, clips, flashing materials and components provided or approved in writing by AEP.
- B. Failure by the Roofing Contractor to correct all deficiencies listed in AEP's inspection reports.

Notification of Claim. In the event of a leak in the Roof System, both AEP and the Roofing Contractor must be notified in writing within 30 days after discovery of any alleged condition giving rise to a claim. The Owner must allow representatives of AEP and the Roofing Contractor reasonable time and opportunity to inspect the Roof System. If the claim is valid, AEP shall, at its sole option, have the right to specify the repair work for stopping the leak, and reserves the right to undertake, supervise or approve the repair work. Owner agrees to reimburse AEP for all reasonable costs incurred by AEP in investigating any claim made by Owner to the extent any such claim is not warranted hereunder. Failure of Owner to (a) properly (timely and in the form required hereunder) notify or (b) reimburse AEP within 30 days of AEP's demand releases AEP from any further liability under this Agreement. In no event will the original warranty period set forth above be extended by a warranty claim.

To make a claim under this Agreement, the Owner must call AEP at 1-800-360-2477 or submit the claim in writing to AEP Span, 2110 Enterprise Blvd., West Sacramento, CA 95691, Attn: Claims Administrator, and contact the Roofing Contractor at the phone number or address listed below.

Maintenance. The Owner has sole responsibility to perform routine inspections and maintenance of the Roof System on a regular basis, and follow the procedures set forth in AEP's Care and Maintenance Instructions. This Agreement is not an insurance policy or maintenance agreement.

Remedy. In the event of a leak in the Roof System, this limited warranty will be fully satisfied by repair or replacement of the Roof System (with AEP having sole discretion to determine whether to choose between a repair or replacement remedy) as set forth below:

During the first two (2) years, plus any applicable extension period(s), Roofing Contractor shall be solely liable for leaks in the Roof System caused by workmanship or improper installation of Roof System materials and for all such costs and expenses of repair or replacement of the Roof System as covered hereunder. In the event that such a roof repair or replacement is necessary during the first two (2) years, or any extension thereof, then the Roofing Contractor's liability shall be extended for a two (2) year period from the date of the last such repair or replacement. However, in no event shall the Roofing Contractor's liability extend beyond the 20 year period of this limited warranty. For clarification, during the two (2) year period referenced in this paragraph, AEP shall be liable for leaks of the Roof System caused by defects of materials manufactured by AEP only and the Roofing Contractor shall be liable as specified in the first sentence of this paragraph.

After the expiration of such two (2) year period and all applicable extensions, AEP shall be solely liable for repair and replacement of the Roof System caused by defects of materials manufactured by AEP only. AEP's liability shall at all times be limited to the lesser of: (i) the original payments made to AEP for its roofing materials and payments made to the Roofing Contractor for the installation of those materials only; or (ii) the prorated portion of such costs and expenses of any repair or replacement of the Roof System, based upon the date on which such failure occurs, and as stated in the following prorated table as a percentage of the covered costs and expenses that AEP will pay.

Prorated Table:

Number of years following Date of Substantial Completion:

| | |
|---------------------|------|
| 2 but less than 5 | 100% |
| 5 but less than 6 | 90% |
| 6 but less than 7 | 80% |
| 7 but less than 8 | 70% |
| 8 but less than 9 | 60% |
| 9 but less than 10 | 50% |
| 10 but less than 12 | 40% |
| 12 but less than 14 | 30% |
| 14 but less than 17 | 20% |
| 17 but less than 20 | 10% |

AEP reserves the right to discontinue items in its product line or offering. Should the product covered under this limited warranty be discontinued, AEP shall have the right to substitute a product of substantially similar quality at its sole discretion. It is understood that normal exposure to the elements may preclude a perfect color or finish match with replacement materials. The limited warranty on repaired or replaced products supplied hereunder shall be for the remainder of the original limited warranty period.

Limitations. THIS AGREEMENT IS AEP'S AND THE ROOFING CONTRACTOR'S SOLE AND EXCLUSIVE WEATHERTIGHT WARRANTY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, REPAIR, OR PERFORMANCE OF THE BUILDING, THE PROJECT OR THE ROOF SYSTEM. ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. THERE ARE NO OTHER WEATHERTIGHT WARRANTIES FOR THE ROOF SYSTEM. TO THE EXTENT APPLICABLE LAW PROVIDES THAT ANY IMPLIED WARRANTIES MAY NOT BE

EXCLUDED OR DISCLAIMED, THOSE WARRANTIES ARE LIMITED IN DURATION TO THE SHORTER OF (i) THE DURATION OF THE EXPRESS WARRANTY PROVIDED IN THIS AGREEMENT OR (ii) THE SHORTEST DURATION REQUIRED BY APPLICABLE LAW.

IN NO CASE WILL AEP OR THE ROOFING CONTRACTOR BE LIABLE TO ANY PERSON OR ENTITY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES EVEN IF AEP OR THE ROOFING CONTRACTOR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE, WITH RESPECT TO THE PROJECT, THE OWNER, THE BUILDING, THE BUILDING'S CONTENTS OR OTHER MATERIALS, AND/OR CLAIMS OF THIRD PARTIES, WHETHER BASED UPON CONTRACT WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE ACTUAL COST OF THE WARRANTY REPAIR WORK, SUBJECT TO THE LIMITATIONS SET FORTH HEREIN. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS AGREEMENT AND THE LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE AND INCLUDING ANY CLAIM OR CAUSE OF ACTION) WITH RESPECT TO THE BUILDING, THE PROJECT AND THE ROOF SYSTEM SHALL BE LIMITED TO ITS REPAIR OR REPLACEMENT AT AEP'S DISCRETION. THE ENTIRE LIABILITY OF AEP AND THE ROOFING CONTRACTOR SHALL NOT EXCEED THE LESSER OF EITHER: (i) THE ORIGINAL PAYMENTS MADE TO AEP FOR ITS ROOFING MATERIALS AND PAYMENTS MADE TO THE ROOFING CONTRACTOR FOR THE INSTALLATION OF THOSE MATERIALS ONLY, OR (ii) THE PRORATED PORTION OF THE DIRECT COST TO REPAIR OR REPLACE THAT PORTION OF THE ROOF SYSTEM EVIDENCING LEAKS. IT IS EXPRESSLY AGREED THAT THE REMEDIES UNDER THIS AGREEMENT SHALL BE EXCLUSIVE.

Indemnity. Roofing Contractor agrees to indemnify, defend, and hold AEP harmless from and against any claims, demands, losses, damages, judgments, costs and expenses asserted against AEP under this limited warranty to the extent those claims are the result of Roofing Contractor's failure to perform its obligations under this limited warranty. Roofing Contractor shall, as part of such indemnification obligation, be liable to AEP for any costs or attorney fees (including on appeal) incurred by AEP as a result of Roofing Contractor's failure to perform its duties under this limited warranty.

Non-Transferable. This Agreement is tendered for the sole benefit of the original Owner and is not transferable or assignable.

Payment Required. This Agreement shall not apply and shall be null, void and of no effect if AEP and the Roofing Contractor have not been paid in full for all their materials and services provided for the Project, including the cost of this limited warranty.

Severability. In the event that any provision of this Agreement shall be deemed illegal, unenforceable, or null and void, all remaining provisions shall remain in effect.

Modification. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, purporting to modify these terms or conditions, shall be binding on AEP or the Roofing Contractor unless hereinafter made in writing by AEP.

Waiver. Neither AEP nor the Roofing Contractor's failure at any time to enforce any of the terms and conditions stated in this limited warranty shall be construed to be a waiver of any provision or of the right to exercise any right granted in this Agreement.

Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions or agreements between them.

Governing Law. The laws of the State of Texas shall govern this Agreement.

Counterparts. This Agreement becomes valid only when signed by the original Owner, the Roofing Contractor, and an authorized representative of AEP. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement may be delivered by facsimile or electronic submission, and when so delivered will have the same force and effect as delivery of an original signature.

ACCEPTED AND AGREED TO BY:

AEP Span, a Division of ASC Profiles LLC.

Original Owner:

Signature of Authorized Representative:

Signature of Authorized Representative:

Printed Name: Robin Duron

Printed Name: _____

Title: Customer Service Manager

Title: _____

Date: _____

Date: _____

Roofing Contractor:

Co. Name: _____

Phone Number: _____

Signature: _____

Street Address: _____

Printed Name: _____

City: _____

Title: _____

State: _____

Date: _____

Zip: _____