

IMPORTANT NOTICE

Please note that the warranty that follows can only be offered via an independent roofing contractor who holds a certificate as a TCM **master'sEDGE™** contractor.



**TRI COUNTY METALS MASTER'SEDGE
COBALT 10 YEAR NO DOLLAR LIMIT (NDL)
WEATHERTIGHTNESS WARRANTY AGREEMENT
FOR RESIDENTIAL PROPERTIES ONLY**



* Homeowner: _____ * Homeowner Address: _____

 *Roof Area (Sq. Ft.): _____ * Slope: _____:12
 * master'sEDGE Contractor: _____ * master'sEDGE Contractor Contact: _____
 * Phone: _____ * Fax: _____ * Email: _____
 * master'sEDGE Contractor Address: _____
 * Warranty Serial: _____ * Project Date Completion: _____
 * Roof Warranty Date of Expiration: _____

Tri County Metals, the Manufacturer(hereinafter referred to as "TCM") and the Roofing Contractor/Installer whose signature appears below ("master'sEDGE Contractor") severally warrant (See Note 1 below) to the original Homeowner ("Owner"), that, subject to the express terms, conditions and disclaimers set forth below, master'sEDGE Contractor's workmanship on the installation of the Roof System (hereinafter identified as "Roof System") by TCM (See Note 2 below) will be adequate to prevent roof water leaks for a period of ten (10) years from the date of completion of the installation of the Roof System. This Weathertightness Warranty will be fully satisfied by the repair of roof entry leaks (hereinafter known as "roof leaks") in the Roof System at NDL for roof water leak repairs, and any such repairs shall carry a Warranty against roof leaks only for the then remaining balance of the original ten (10) year Warranty period. THIS WARRANTY WILL BE FULLY SATISFIED BY REPAIR OF THE ROOF SYSTEM AND ANY SUCH REPAIRS SHALL CARRY A WARRANTY AGAINST ROOF WATER LEAKS ONLY FOR ANY THEN REMAINING BALANCE OF THE ORIGINAL 10-YEAR WARRANTY PERIOD.

Tri County Metals Claim Liability

The total Claim Liability of TCM under this Warranty is a NDL as to labor and material for the repair of roof leaks. TCM shall have the right to charge to the liability account all reasonable expenses (including, but not limited to, travel, per diem, inspection survey and/or investigation expenses, negotiations, development of reports or any type of cost involving roof leak issues) incurred in satisfying the requirements of this Warranty. Where the Claim is found to be Owner's responsibility, TCM is to be fully reimbursed by Owner, and if Owner fails to reimburse TCM in within 30-days, this subject Warranty will immediately become null and void.

Note 1: The master'sEDGE Contractor shall cause TCM's Roof System to perform in a manner which does not allow intrusion of water from the exterior of the Roof System into the building envelope for a period of twenty four (24) continuous months after the Date of Completion, extended by successive twenty four (24) month periods from the date of any leaks reported or repaired within the relevant twenty four (24) month period. In addition, the master'sEDGE Contractor shall have the sole and exclusive responsibility to correct all erection and/or installation deficiencies in the Roof System for the duration of this 10 Year Weathertightness Limited Liability Warranty.

Note 2: Roof System is defined as Tri County Metals furnished roof panels, flashing and related items used to fasten the roof panels and flashing to the building structure including roof jack and curb attachments preapproved, in writing, by Owner, TCM and master'sEDGE Contractor.

IN NO EVENT SHALL EITHER TCM OR MASTER'SEDGE CONTRACTOR HAVE ANY LIABILITY FOR ANY COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY TYPE, WHETHER OWNER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE. IT IS AGREED THAT OWNER'S REMEDIES, EXPRESSED OR IMPLIED, IN THIS 10-YEAR WEATHERTIGHTNESS LIMITED LIABILITY WARRANTY ARE OWNER'S EXCLUSIVE REMEDIES.

TERMS, CONDITIONS, LIMITATIONS

- 1) Owner shall provide master'sEDGE Contractor with written notice within thirty (30) days of the discovery of any leak(s) in the Roof System. Failure of the Owner to do so shall automatically relieve both TCM and master'sEDGE Contractor of any and all responsibility and/or liability under this 10-Year Weathertightness Limited Liability Warranty. Should master'sEDGE Contractor feel that any leak(s) might involve a Warranty issue, master'sEDGE Contractor will immediately report to TCM, and TCM will send a representative to the location specified for an inspection of the site.
- 2) If upon TCM's inspection, TCM determines that the leaks in the Roof System are not covered by this Warranty, the party requesting TCM's inspection shall be liable for all direct expenses incurred by TCM to conduct the roof inspection.
- 3) If upon TCM's inspection, TCM determines that the leaks in the Roof System are caused by defects in TCM's Roof System material or in the workmanship of the master'sEDGE Contractor, Roof System repair obligations shall then arise in accordance herewith, but Owner's remedies and TCM's liability shall in any event be limited to repair of the Roof System, subject to the cost limitations set forth above. Further limitations are provided in paragraphs 4, 5, 6 and 7 below.
- 4) TCM shall have no liability or responsibility under or in connection with either this 10 Year Weathertightness Limited Liability Warranty or Roof System if any one or more of the following shall occur:

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- a. Failure by master'sEDGE Contractor or any contractor or subcontractor to follow TCM's recommended installation instructions or approved specifications or drawings for the layout, design and erection of the Roof System. It shall be the master'sEDGE Contractor's sole and exclusive responsibility to strictly follow TCM's recommended installation instructions as set out in TCM Installation Guide and TCM Contractor Certification and approved specifications or drawings for the layout, design and erection of the Roof System.
 - b. If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.
 - c. If any panels or other parts are installed to allow water to cascade on any part of the Roof System.
 - d. If roof jacks and curbs are not pre-approved by TCM.
 - e. If any flashings, roof penetrations or accessory details are modified without the written approval of TCM.
 - f. Failure to use long-life fasteners in all exposed applications.
 - g. Failure of master'sEDGE Contractor to have, for the product being installed, employees who are skilled metal roofers and a master'sEDGE factory trained crew leader on site on the roof during any roofing activity of panels and trim.
- 5) The improper use of seaming equipment may result in this Warranty being void and the engineering data for the Roof System being invalid.
 - 6) Neither TCM nor master'sEDGE Contractor shall have any liability or responsibility under or in connection with either this 10-Year Weathertightness Limited Liability Warranty or the Roof System, if any one or more of the following shall occur:
 - a) Deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water.
 - b) Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, pla works, kiln, fertilizer manufacturing, paper plant, aviation fuel or the like or corrosion caused by contact of the panels and trim with dissimilar materials, such as, copper, lead or graphite or water runoff from these materials onto the panels and trim.
 - c) Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
 - d) Damage on the roof caused by worker(s), other than TCM's or master'sEDGE Contractor's workers.
 - e) Natural disasters, such as, hurricanes, earthquakes, extraordinary winds, winds which detach from the facility any part of the building substrate to which the Roof System is attached, lightning, hail, fire, radiation or other acts of Nature which are normally covered by hazard insurance.
 - f) If, after installation of the Roof System by master'sEDGE Contractor, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from TCM.
 - g) Failure to maintain the Roof System as set forth in "Tri County Metals Preventive Maintenance Manual". In addition, failure of the Owner to maintain the terms and conditions as set forth in the TCM Galvalume or Aluminum Warranty which carries a minimum 10-year durability warranty and finish (paint) Warranty which carries a minimum 10-year warranty for finish of high quality.
 - h) If Owner fails to comply with every term and/or condition stated in this 10-Year Weathertightness Limited Liability Warranty.
 - i) If roof leaks are due to ventilators, light transmitting panels, gutters, dormers, dead valleys, or penetrations of the roof associated with signs, vents, equipment, or other causes.
 - j) If roof leaks are at a tie-in to (1) an existing metal roof manufactured by another company or (2) a dissimilar roof such as, a BUR or a rubber roof.
 - k) Deficiencies of the facility to which the Roof System is attached, such as structure, wall or foundation movement.
 - 7) TCM shall have no liability or responsibility under or in connection with this 10-year Weathertightness Limited Liability Warranty for the roof system in the event of a failure by any contractor or subcontractor to use all roof curbs, roof jacks, sealants, mastics, sub framing, roof panels, clips and flashing provided solely by TCM [or to substitute therefore only products approved in writing in advance by TCM (if provided by the contractor or subcontractor)]
 - 8) During the term of this Warranty, TCM, its representatives and employees shall have free access to the roof during regular business hours.
 - 9) TCM shall not have any obligation under this 10-Year Weathertightness Limited Liability Warranty until all pictures as required by master'sEDGE Contractor Certification have been received and approved by TCM.
 - 10) This Warranty shall not become effective and TCM shall not have any obligation under any Warranty until all invoices issued by TCM and master'sEDGE Contractor have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any TCM inspection report have been corrected and all TCM procedures have been followed.
 - 11) TCM shall not be responsible for any building permits or building code and other regulatory compliance. This is the sole responsibility of the Building Designer and/or master'sEDGE Contractor.
 - 12) Neither TCM nor master'sEDGE Contractor shall be responsible for any consequential damages or loss to the building, its contents or other materials.
 - 13) Neither TCM's nor master'sEDGE Contractor's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of such provision or of the right to exercise any right in the future.
 - 14) This 10-Year Weathertightness Limited Liability Warranty supersedes and is in lieu of any and all other warranties (whether expressed or implied) that are either in addition to or in conflict with the term(s) or condition(s) stated herein. ALL EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL EXPRESSED OR IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 10-YEAR WEATHERTIGHTNESS LIMITED LIABILITY WARRANTY.
 - 15) If the subject roof is covered by products of more than one roofing products' manufacturer, this 10-Year Weathertightness Limited Liability Warranty applies only to those portions of such roof which are covered solely by TCM's Roof System and its manufactured products.
 - 16) Notwithstanding any other provision of this 10-Year Weathertightness Limited Liability Warranty, TCM and master'sEDGE Contractor shall not have any liability or responsibility at any time for or as a consequence of any condensation or underside corrosion which is or was caused at any time in part or wholly by condensation.

WARRANTY RESPONSIBILITY

- a) 1st through 2nd year, plus any applicable extension period(s).....master'sEDGE Contractor Responsibility
- b) The remaining balance of the first 10 years from project date of completion of installation of the subject TCM Roof System stated herei provided master'sEDGE Contractor has strictly followed TCM's recommended installation instructions as set forth in the TCM Installation Guide and TCM master'sEDGE Contractor CertificationTCM's Responsibility
- c) This 10-Year Weathertightness Limited Liability Warranty is tendered for the sole benefit of the original Owner. TCM under special revie will accept Request to Re-file of Warranty to subsequent Owner. Request by Purchaser to re-file the Warranty together with \$250 re-fil fee must be received by TCM within 60 days of purchase. As well, an inspection of the roof must be conducted by master'sEDGE Contractor and pictures of the inspection are to be included with the Request. After reviewing Request to Re-file of Warranty, inspectio pictures of Roof System, and completion of any required maintenance to by Owner, TCM will decide to accept or not to accept transfer of Warranty. In any case, costs of inspection and any other expense in addition to applicable re-file transfer fee at time of Request to Re-fil of Warranty will be the obligation of Owner.
- d) After publication of this Warranty to the Owner, it becomes valid and enforceable only when signed by each Party: master'sEDGE Contractor, Owner and TCM.

WARRANTY CANCELLATION

It is the policy of TCM not to suspend services under the terms of the Warranty Agreement or to cancel a Warranty after it has been issued except in cases where the roof has been damaged due to causes not covered by the Warranty. Any other consideration for cancellation or suspension of services will be in strict accordance with this Warranty Agreement.

DISCLAIMER

DISCLAIMER: EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSO-RIES, PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY TCM. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANT- TY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESSED OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT TCM'S LIABILITY AND OWNER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE MANUFACTURER/TCM LIABILITY SECTION ABOVE. UNDER NO CIRCUMSTANCES SHALL TCM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAM- AGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS, AND OTHER ADDITIONAL EXPENSES, EVEN IF TCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TCM WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF OWNER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PAS- SIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL TCM BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIALS OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE TCM'S ROOF SYSTEM.

UNDER NO CIRCUMSTANCES SHALL TCM BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; STRIKE; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUP- PLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

CONSENT TO JURISDICTION AND VENUE

Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Georgia, (ii) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction at City of Atlanta, in Fulton County, State of Georgia, (iii) this Warranty is capable of being performed in Fulton County, Georgia, (iv) it irrevocably submits itself to the jurisdiction of the state and federal courts in Fulton County, Georgia, (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Georgia law, (vi) it irre- vocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum, and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid, and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material induce- ment to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into this Warranty. Each party warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

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WARRANTY ACTIVATION

In order to segregate and maintain for the lifetime period of time covered by the Warranty, the records and lot samples necessary to enable master'sEDGE Contractor and TCM to trace the various components manufactured for any defects alleged, TCM requires that the Owner, within 30-days from the date this Warranty agreement is signed by TCM, to email an executed copy of this Agreement to TCM at (customerservice@tricountymetals.com) before 30-day requirement expires and voids claim. Following receipt of the executed Warranty Agreement, this Warranty will be activated as at the Project Date of Completion and a Warranty Certificate will be issued to the Owner.

TCM was paid, in full, for all invoices (please initial): YES NO

TCM was furnished with all required pictures as per TCM master'sEDGE Contractor Certification (please initial) _____ YES _____ NO

TCM was furnished with executed master'sEDGE Contractor Certification (please initial): _____ YES _____ NO

THIS WARRANTY AGREEMENT WILL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES IN RESPECT OF THE SUBJECT MATTER HERE-OF. THERE ARE NO WARRANTIES, REPRESENTATIONS, COVENANTS OR AGREEMENTS, EXPRESSED OR IMPLIED, BETWEEN THE PARTIES, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. THE AGREEMENT MAY NOT BE MODIFIED IN ANY RESPECT EXCEPT IN WRITING WHICH STATES THE MODIFICATION AND IS SIGNED BY ALL PARTIES HERETO.

PARTIES TO THE WARRANTY AGREEMENT

master'sEDGE Contractor

Owner

(Company Name)

(Company Name)

By:-----
(Authorized Official Signature)

By:-----
(Authorized Official Signature)

Name:-----
(Print Name)

Name:-----
(Print Name)

Date:-----

Date:-----

Tri County Metals

By:-----
(Authorized Signature)

Name:-----
(Print Name)

Title:-----

Date:-----