



**LIMITED WARRANTY AGREEMENT**  
**FOR 20-YEAR SIDE LAP WEATHERTIGHTNESS LIMITED WARRANTY**  
*(Level 1)*

THIS LIMITED WARRANTY AGREEMENT, dated \_\_\_\_\_ sets forth the understanding and agreement between the parties concerning the limited warranty with respect to the following:

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

**Building Type:** \_\_\_\_\_

**Building Location:** \_\_\_\_\_

**Roofing System Model:** \_\_\_\_\_

**Roofing System Type:** \_\_\_\_\_

**Date of Completion:** \_\_\_\_\_

**Contract Amount (Material and Installation Only):** \_\_\_\_\_

**Warranty Type:** Side Lap Only

Englert Inc ("Englert") and the Roofing Contractor whose signature appears below ("Roofing Contractor") severally warrant to the above named Building Owner ("Owner") that subject to all terms, conditions, limitations, allocations, and responsibilities stated herein, Englert's materials and workmanship and Roofing Contractor's workmanship in installing the Englert Roofing System ("Roofing System") on the above named building will be adequate to prevent leaks for twenty (20) years commencing with the above date of completion of installation of the subject Roofing System. THIS WARRANTY APPLIES TO SIDE JOINT LEAKAGE ONLY, AND DOES NOT APPLY TO LEAKAGE CAUSED BY DEFECTS IN FLASHINGS OR TRIM, EITHER OF MATERIALS OR OF WORKMANSHIP.

**Limited Warranty Terms and Conditions**

1. This warranty will be fully satisfied by repair of the Roofing System, and any such repair shall be subject to this limited warranty against leaks only for any then remaining balance of the original twenty (20) year warranty period. Englert and Roofing Contractor's aggregate total cumulative liability under this twenty (20) year Weathertightness Limited Warranty is limited to an amount equal to the sum of the price paid by Owner to Englert for materials furnished by Englert plus the price paid by Owner to the Roofing Contractor for the installation of those materials.
2. If upon Englert's inspection, Englert determines that the leaks in the Roofing System are caused by defects in the Englert Roofing System's material or in the workmanship of Roofing Contractor, Roofing System repair obligations shall then arise in accordance herewith, but Owner's remedies and Englert's and Roofing Contractors' liability shall in any event be limited to repair of the Roofing System, subject to the cost limitations set forth above.  
  
Otherwise, neither Englert nor Roofing Contractor shall have any liability hereunder.
3. Neither Englert nor Roofing Contractor shall have any liability or responsibility under or in connection with either this twenty (20) year Weathertightness Limited Warranty or for leaks in the Roofing System, or otherwise, 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, paper plant, and the like;

- c. deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building;
  - d. damage caused by worker(s) on the roof;
  - e. damage to the Roofing system caused by natural disasters, including, but not limited to, lightning, or any strong wind, hurricane, fire, explosion, tornado, or earthquake or other accident or casualty;
  - f. faulty or improper installation, (provided that if the faulty or improper installation is by Roofing Contractor, then only Englert shall be relieved of liability hereunder);
  - g. if, after installation of the Roofing System by Roofing Contractor, there are any alterations, such as, but not limited to, structural changes involving the Roofing System, or by structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from Englert;
  - h. If there is any failure by the Owner or Lessee or other occupant or user to use reasonable care in maintaining the roof;
  - i. if Owner fails to comply with every term and/or condition stated in this Limited Warranty Agreement;
  - j. improper fabrication in the event fabrication is by other than Englert;
  - k. damage as a result of standing water in non-vertical application;
  - l. improper job site handling or storage (which includes failure to permit drainage of standing water);
  - m. vandalism, falling objects, civil commotions or acts of war, atomic radiation, acts of God, or other such similar or dissimilar occurrences beyond Englert's control.
4. Notwithstanding any other provision of this Limited Warranty Agreement, Englert shall not have liability or responsibility at any time for, or as a consequence of, any condensation of underside corrosion which is, or was caused at any time, wholly or in part, by any condensation resulting from either or both of the following.
- i. the use of any inadequate vapor barrier where the insulation is installed immediately beneath the roof panels. An adequate vapor barrier is defined as one which has a perm rating greater than .05 or less with sealed joints and perimeter.
  - ii. The inadequate ventilation of the attic space between a roof panel and insulation, when insulation is installed directly on top of an existing roof.
5. Englert shall not have any liability or responsibility under or in connection with either this Limited Warranty Agreement or for the Roofing System in the event of a failure by any contractor or subcontractor to use only roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips, and flashing provided by Englert or such substitutes therefore approved by Englert, in writing, prior to their use.
6. Neither Englert nor Roofing Contractor shall have any obligation under this Weathertightness Limited Warranty Agreement until all bills for installation, supplies, and services have been paid in full to each of Englert, Roofing Contractor, and each material supplier including the payment to Englert of the additional cost of this Limited Warranty.
7. Neither Englert nor Roofing Contractor's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of any such provision or of the right thereafter to exercise any right granted thereunder.
8. This Weathertightness Limited 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 terms or conditions stated herein. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY ALL OF THE PARTIES HERETO AND EXCLUDED FROM THIS TWENTY (20) YEAR WEATHERTIGHTNESS LIMITED WARRANTY. NEITHER ENGLERT NOR ROOFING CONTRACTOR ASSUMES ANY LIABILITY FOR, AND THIS WARRANTY DOES NOT COVER, CONSEQUENTIAL DAMAGES OF ANY KIND WHICH RESULT FROM ANY FAILURE OF, USE OR MISUSE OF THE ROOFING SYSTEM. THIS IS THE ENTIRE WARRANTY AGREEMENT NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE BY EITHER ENGLERT OR THE ROOFING CONTRACTOR.

9. If the subject roof is covered by products of more than one roofing products manufacturer, this Limited Warranty Agreement applies only to those portions of such roof which are covered solely by Englert manufactured products.
10. Roofing installation must be supervised by an individual who has been approved in writing by Englert.
11. This Limited Warranty is intended only for use when re-roofing an existing building and for new roof applications on conventional construction, and is not applicable when the roofing material is installed over new, pre-engineered metal building structures.
12. Roof panels must be made of a material which carries a 20-year durability warranty from Englert.
13. Any claim hereunder for leakage must be presented to Englert, in writing, within the warranty period and in each case within thirty (30) days after discovery of the leak. Failure to do so shall automatically render this warranty void. The Owner must allow representatives of Englert reasonable opportunity to inspect the material claimed to be defective prior to removal or repair. If, after inspection of the material, the determination is made that the claim is valid, Englert will repair, restore, or replace, at Englert's discretion, the defective product. Englert shall, at its option, have the right to negotiate and approve any contract or arrangement pursuant to which any replacement, repair, or restoration covered by this warranty is to be done. Englert reserves the right to discontinue items in its product line. Should the product covered under this warranty be discontinued, Englert shall have the right to substitute a product of equal quality and price at its discretion. It is understood that normal exposure to the elements may preclude a perfect color match with replacement material. Refinishing shall be performed by using standard finishing practices and materials as selected by Englert. The warranty on any refinished or replaced product supplied hereunder shall be for the remainder of the original warranty period.
14. Englert and Roofing Contractor SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, DAMAGE OR LOSS TO OWNER'S BUILDING, ITS CONTENTS OR OTHER MATERIALS, OR CLAIMS OF THIRD PARTIES, RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING LEAKS IN THE ROOFING SYSTEM. ENGLERT OR ROOFING CONTRACTOR'S LIABILITY FOR ANY CAUSE OF ACTION, WHETHER BASED ON NEGLIGENCE, CONTRACT OR STRICT LIABILITY, SHALL NOT EXCEED THE LESSER OF EITHER THE COST OF REPAIRING DEFECTIVE MATERIALS ON SITE, OR THE UNUSED BALANCE OF ENGLERT'S AND ROOFING CONTRACTOR'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER AS PROVIDED IN PARAGRAPH 1 HEREOF. IT IS EXPRESSLY AGREED THAT THE REMEDIES UNDER THIS AGREEMENT SHALL BE EXCLUSIVE.
15. This Warranty is given to the above named Owner only, and is not transferrable.
16. Notwithstanding any other portion of this Agreement, it is specifically agreed that the aggregate total cumulative liability of Englert and roofing Contractor hereunder shall be at all times limited to the lesser of either
  - a. the unused balance of Englert's and Roofing Contractor's cumulative liability hereunder as provided in paragraph 1 hereof; or
  - b. the direct cost of refinishing, replacing or otherwise repairing the portion of the Roofing System evidencing failure.

The respective responsibilities of Englert and Roofing Contractor hereunder shall be as follows: During the first two (2) years plus any applicable extension period(s), roofing contractor shall be solely liable for all such costs and expenses of repair, refinishing or replacement of the Roofing System as are covered hereunder. In the event that a roof repair is necessary during the first two (2) year period, or any extension thereof, then Roofing Contractor's liability (which shall be exclusive and in lieu of all Englert liability during such period and any extension thereof) shall be extended for a two (2) year period from the date of the last such repair.

After the expiration of such two (2) year period and all applicable extensions thereof, Roofing Contractor shall have no further liability hereunder. Thereafter, Englert shall be liable for, and its liability shall be limited to, the prorated portion of such costs and expenses of the repair, refinishing, or replacement of the Roofing System as are covered hereunder which proration is stated in the following table.

Years after installation date in which failure occurs.	Percentage of the covered costs and expenses which Englert will pay provided that Roofing Contractor's initial two (2) year period and all extensions thereof have expired.
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%

17. The warranty expressed herein shall become effective only upon the execution hereof by Englert, the Roofing Contractor and the Owner named above. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof. This Agreement can only be changed or amended, in writing, by all parties hereto.

18. This Agreement shall be governed by the laws of the State of New Jersey.

**ROOFING CONTRACTOR**

**ENGLERT INC.**

Certification No: \_\_\_\_\_

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

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

**OWNER**

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