

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 AND NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE BY EITHER PAC OR THE ROOFING CONTRACTOR.

10. 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 PAC-manufactured products.
11. Roofing installation must be supervised by an individual who has been approved in writing by PAC. This Limited Warranty is intended only for use when reroofing 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 PAC.
13. Any claim hereunder for leakage must be presented to PAC in writing within the warranty period and, in each case, within (30) days after discovery of the leak. Failure to do so shall automatically render this warranty void. The Owner must allow representatives of PAC 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, PAC will repair, restore, or replace, at PAC's discretion, the defective product. PAC 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. PAC reserves the right to discontinue items in its product line. Should the product covered under this warranty be discontinued, PAC 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 PAC. The warranty on any refinished or replaced product supplied hereunder shall be for the remainder of the original warranty period.
14. PAC 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. PAC 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 PAC'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.

16. This Warranty is given to the above named Owner only, and is not transferable.
17. Notwithstanding any other portion of this Agreement, it is specifically agreed that the aggregate total cumulative liability of PAC and Roofing Contractor hereunder shall be at all times limited to the lesser of either
 - a. the unused balance of PAC'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 PAC 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-year period, or any extension thereof, then Roofing Contractor's liability (which shall be exclusive and in lieu of all PAC liability during such period and any extensions thereof) shall be extended for a two-year period from the date of the last such repair.

After the expiration of such two-year period and all applicable extensions thereof, Roofing Contractor shall have no further liability hereunder. Thereafter, PAC shall be liable for, and its liability shall be limited to, the costs and expenses of the repair, refinishing, or replacement of the Roofing System as are covered hereunder.

18. The Warranty expressed herein shall become effective only upon the execution hereof by PAC, 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 executed by all parties hereto.
19. This Agreement shall be governed by the laws of the State of Illinois.

PETERSEN ALUMINUM CORPORATION

**ACCEPTED AND AGREE TO:
BUILDING OWNER:**

By: _____

By: _____

Title: _____

Title: _____

**ACCEPTED AND AGREED TO:
ROOFING CONTRACTOR:**

By: _____

Title: _____

Sample