



# PAC-CLAD

P E T E R S E N

A **CARLISLE** COMPANY

1234 Gardiner Lane – Louisville, KY 40213 – (833) 714-1198 – (800) PAC-CLAD – [www.pac-clad.com](http://www.pac-clad.com)

## 20-YEAR WEATHER TIGHTNESS LIMITED WARRANTY AGREEMENT

**Warranted Building:**

**Address:**

**Telephone:**

**Building Owner:**

**Address:**

**Telephone:**

**General Contractor:**

**Address:**

**Telephone:**

**Panel Fabricator:**

**Address:**

**Telephone:**

**Installation Contractor:**

**Address:**

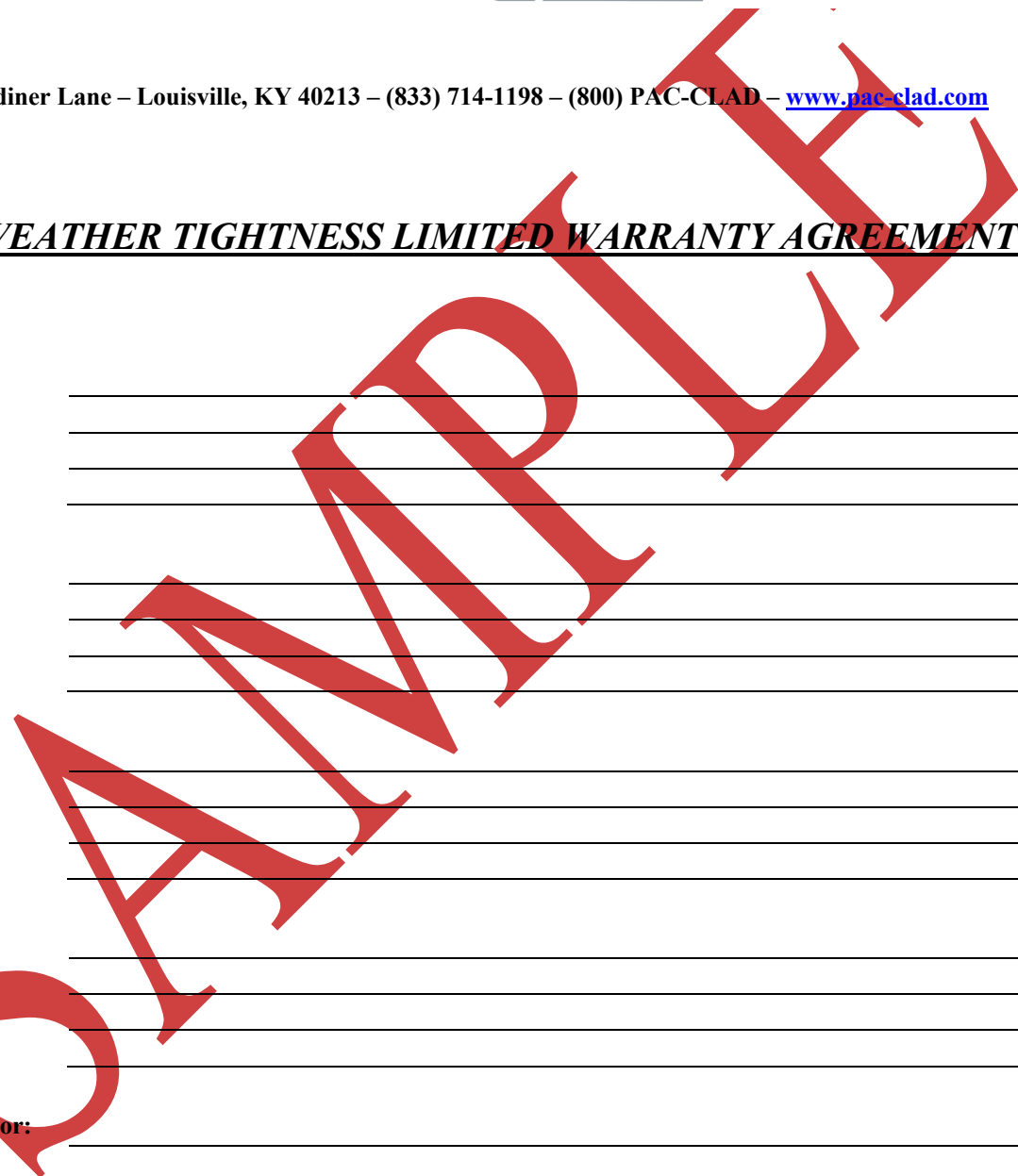
**Telephone:**

Area of Metal Roof: \_\_\_\_\_ Square Feet

Warranty Start Date: \_\_\_\_\_

Corporate File Number: \_\_\_\_\_

Type of Product Approved and Applied: \_\_\_\_\_



## **WARRANTY PROVISIONS FOR MATERIAL AND WORKMANSHIP**

PAC-CLAD, A Carlisle Company (hereinafter "PAC") and the Installation Contractor identified above hereby jointly and severally warrant to the Building Owner identified above (hereinafter "the Owner") that, subject to each and every item, condition, limitation and allocation of warranty and responsibility stated herein, for a period of twenty (20) years commencing with the date of completion of installation of the roofing system identified above (hereinafter "roofing system"), should leaks develop in the roofing system due solely to defects in the material provided by PAC, manufacturing defects, ordinary wear and tear by the elements or workmanship on the part of the Installation Contractor, then PAC and the Installation Contractor shall be responsible for repairs necessary to return the roofing system to a water tight condition, within cost limitations stated within. PAC's and Installation Contractor's total cumulative liability under this warranty is limited to: (FIRST) PAC for the cost of replacement materials and (SECOND) Installation Contractor for the replacement labor. In no event shall the total cost of such repairs exceed the original payment of the installed roofing system. Repairs shall carry a warranty against leaks only for the then remaining balance of the original twenty (20) year Warranty period. This Warranty only covers those leaks that have been reported to PAC in writing within thirty (30) days of discovery by the Owner.

Notwithstanding anything contained herein to the contrary, during the first two (2) years after completion of the roofing system on the building identified above, PAC warrants only against water leaks caused by defects in the material provided by PAC. The Installation Contractor shall be solely responsible for all costs and expenses for the repair and/or replacement of the roofing system arising as a result of defective workmanship or installation during the first two (2) years after completion of installation of the roofing system, extended by successive twenty-four (24) month periods from the date of any leaks reported or repaired within the relevant two (2) year period. For the remaining term of this Warranty, PAC warrants to the Owner, should leaks develop in the Roofing System due solely to manufacturing defects, ordinary wear and tear by the elements or workmanship on the part of the Installation Contractor, then subject to each and every term, condition and limitation contained herein, shall be responsible for completing such repairs to the Roof System as necessary to return it to a watertight condition.

NEITHER PAC NOR THE INSTALLATION CONTRACTOR, MAKE ANY OTHER WARRANTY WHATSOEVER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. ALL WARRANTIES WHICH EXCEED, DIFFER FROM OR EXTEND BEYOND THOSE EXPRESSLY PROVIDED HEREIN ARE DISCLAIMED BY EACH AND ALL THE PARTIES HERETO AND ARE EXCLUDED FROM THIS 20-YEAR WEATHER TIGHT LIMITED WARRANTY. IN NO EVENT SHALL PAC OR THE INSTALLATION CONTRACTOR HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR, CONSEQUENTIAL DAMAGES OR LOSS TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, WHETHER THE OWNER'S CLAIM BE BASED IN CONTRACT, TORT WARRANTY, STRICT LIABILITY OR ON ANY OTHER THEORY OR CAUSE OF ACTION. ALL RIGHTS, OBLIGATIONS, REMEDIES AND LIABILITIES OF THE PARTIES HERETO RELATING TO OR ARISING FROM CLAIMS OF DEFECTIVE GOODS AND/OR WORKMANSHIP SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS OF THIS 20-YEAR WEATHER TIGHT LIMITED WARRANTY AND THOSE TERMS MAY NOT BE MODIFIED OR AMENDED ORALLY. IT IS EXPRESSLY AGREED THAT THE OWNER'S REMEDIES EXPRESSLY PROVIDED HEREIN ARE THE OWNER'S EXCLUSIVE REMEDIES.

### **EXCLUSIONS**

This Limited Warranty shall apply only to roofing systems installed in areas of normal atmospheric exposure and specifically does not cover leaks caused in whole or in part by the following:

1. Marine (saltwater) atmosphere or regular spray of either salt or fresh water. If an Aluminum roof system is installed, the Substrate Warranty guidelines and Maintenance Instructions must be followed as stated in the Non-Prorated 35-Year Paint and Aluminum Substrate Warranty to avoid exclusion.
2. Exposure to or fallout from corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing plant, paper manufacturing plant or the like. Any harmful or corrosive substance or any condensate contained within or generated or released from inside the building.
3. Gutters, downspouts, penetrations, roof curbs, skylights, vented flashings, or vent pipe flashing manufactured from rubber-based products.
4. Any condensation or corrosion which is or was caused at any time, in part or in whole, as a result of (a) the use of an inadequate vapor barrier (perm rating of 0.05 or less with sealed joints and perimeter) when the insulation is installed immediately beneath the roof panels and/or (b) inadequate ventilation of the attic space between a roof panel and insulation when the insulation is installed directly on top of an existing roof.
5. Worker traffic on the roof, other than traffic during the course of installation.
6. Hail, fire, explosion, lightning, wind pressures in excess of xx.xx PSF per UL 580, hurricane, tornado, earthquake or any other act of God.
7. Alterations such as, but not limited to, the placement of structures, fixtures or utilities upon or to the roof without prior written authorization from PAC.

8. Repairs performed to the roof and/or materials furnished with regard to such repairs by an entity or entities other than PAC or the Installation Contractor.
9. Failure by the Owner or any lessee or other occupant or user of the Building to take reasonable care in maintaining the roof system, such as, but not limited to, failure to clean the gutter, valleys, etc., so as to allow water to run off without interruption.
10. Improper fabrication of panels or flashings if fabricated by an entity other than PAC. Improper jobsite handling or storage of materials, including failure to permit drainage of standing water.
11. Birds, vermin, rodents, insects or other animals or pests.
12. Faulty building design or construction. Settlement, failure or cracking of the roof deck, walls or foundation of the Building, or defects or failures of coping gravel-stop due to cracking of walls or any part of the building structure.
13. Vandalism, falling objects, civil commotion, riot, acts of war, atomic radiation or any other event, occurrence or cause beyond the control of PAC and/or the Installation Contractor.
14. Failures due to the use of fasteners other than stainless steel and without an adequate barrier, that comes in contact with Pressure Treated/ACQ Treated Lumber.

In addition, PAC shall have no liability or responsibility under or in connection with this Warranty if the Installation Contractor or any subcontractor fails to use all roof curbs, roof jacks, sealants, mastics, sub-framing, roof panels, clips, fasteners, and flashings provided by PAC or approved or required by PAC, nor shall PAC have any liability or responsibility under or in connection with this Warranty if the Installation Contractor fails to follow PAC's standard recommended installation instructions for the layout, design and erection of the roofing system, or if the roofing system is constructed in such a manner as not to permit proper drainage of water from all surfaces, but rather to permit standing or ponding water.

Installation of warranted roofing system shall be supervised by a qualified Installation Contractor pre-approved by PAC. A PAC representative shall have access to inspect the roof premises prior to, during, and at the completion of installation. Failure by the Installation Contractor to fully correct or remedy all installation issues as noted in writing by a PAC representative shall relieve PAC of any liability or responsibility under or in connection with this Warranty. This Warranty is intended only for use on reroofing of an existing building or new roof application on conventional construction, and does not apply to installation over new, pre-engineered metal building structures.

#### **NOTICE OF CLAIMS AND GENERAL PROVISIONS**

All claims hereunder must be submitted in writing to PAC within the Warranty Period and within thirty (30) days of discovery of any leak in the roofing system. Failure of the Owner to do so shall automatically relieve both PAC and the Installation Contractor of any and all responsibility and/or liability under this 20-Year Weather Tightness Limited Warranty. Upon receipt of a warranty claim, from either the Owner or the Installation Contractor, PAC will send a representative to the location specified for an inspection of the roof. The Owner shall allow a PAC representative a reasonable opportunity to inspect the material or installed condition claimed to be defective prior to removal or repair. If during PAC's inspection PAC determines that the leak or leaks in the roof are not covered by this Warranty, the party requesting PAC's inspection shall be liable for all direct expenses incurred by PAC to conduct the roof inspection. If after the inspection by PAC, it is determined that the leak has taken place after the twenty-four (24) month leak free period provided by the installation contractor in accordance with this warranty, PAC will repair, restore or replace, at PAC's discretion, the defective condition of the roof system in accordance with this warranty. It is further understood that normal exposure to the elements may preclude an exact color match with the replacement material and refinishing will be performed using standard finishing practices and materials as selected by PAC. The warranty on any refinished or replaced material shall be for the remainder of the original warranty period.

**FAILURE TO FOLLOW THESE GUIDELINES MAY VOID THIS WARRANTY AND RELIEVE PAC OF ANY AND ALL RESPONSIBILITY AND/OR LIABILITY UNDER THE TERMS OF THE WARRANTY.**

All notices given pursuant to this Warranty shall be in writing and sent by certified mail, return receipt requested, to PAC and the Installation Contractor to the following address:

**PAC-CLAD, A Carlisle Company**  
Technical Department  
1234 Gardiner Lane  
Louisville, KY 40213

**INSTALLATION CONTRACTOR:**

During the term of this Warranty, PAC and the Installation Contractor, their sales representatives and employees, shall have free access to the roof during regular business hours upon reasonable notice to the Owner. Notwithstanding any other provision contained herein, PAC shall not have any liability or responsibility under this Warranty for any roofing products or materials that were not supplied by PAC and this Warranty applies only to those portions of the roofing system which was constructed solely with products and materials supplied by PAC.

This document constitutes the entire Warranty made by PAC and the Installation Contractor. No modification or amendment to this Warranty shall be binding on PAC or the Installation Contractor unless made in writing and signed by both parties authorized representatives. The terms, conditions and provisions contained in this Warranty may be waived only in writing and signed by a PAC authorized representative. No oral statements, course of conduct, or course of dealing shall be deemed or constitute a waiver.

The invalidity or unenforceability of any provisions of the Warranty shall not affect the enforceability and validity of any remaining provisions, and this Warranty shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

This Warranty is tendered for the sole benefit of the Owner identified above and is not transferable or assignable. Neither PAC nor the Installation Contractor shall have any obligation under this Warranty unless all invoices for materials, installation and services have been paid in full by or on behalf of the Owner.

Neither PAC's nor the Installation Contractor's failure at any time to enforce any of the terms or conditions of this Warranty shall be deemed or construed as a waiver of any provision herein or of the ability to exercise their rights in the future in accordance with this Warranty. This Warranty shall be governed by and enforced in accordance with the laws in the applicable County/State.

Executed this: \_\_\_\_\_ Day of \_\_\_\_\_, 2023

By: Franklin Oswald

Title: WTW/Field Services Manager – Technical and Warranty Services  
(Carlisle Construction Materials)

SAMPLE