

20-Year, 130 MPH Wind & Airflow Warranty – Hi-Perf Vented Intake & Exhaust Systems

WARRANTY NO: _____

SYSTEM: _____

BUILDING OWNER: _____

JOB NAME: _____

LOCATION: _____

INSTALLING CONTRACTOR: _____

ORDER SHIP DATE: _____

ROOF PITCH: _____

LENGTH OF RUN: _____

LINEAR FT. – EAVE: _____

LINEAR FT. – RIDGE: _____

R VALUE: _____

SHINGLE TYPE: _____

INSULATION: _____

OSB: _____

AIRSPACE OF VENTED NAILBASE (IF APPLICABLE): _____

SQUARE FT. OF ATTIC (IF APPLICABLE): _____

NFA CALCULATION METHOD: _____

TERMS, CONDITIONS, LIMITATIONS

1. **Contractual Terms:** These Terms and Conditions apply to any Hi-Perf Vented Intake & Exhaust System (“System” or “Product”) sold by Metal-Era LLC (“Metal-Era” or “Seller”) to Buyer. Upon acceptance of an order by Metal-Era, these Terms and Conditions shall constitute a binding contract between the parties. Unless specifically agreed to in a writing signed by Metal-Era, any terms supplied by Buyer in its Purchase Order or otherwise which are in addition to or different from these Terms and Conditions are expressly rejected.

2. Pricing and Payment Terms:

a. **Pricing.** Seller’s pricing is subject to change without notice.

b. **Payment.** Payment in full is due prior to shipment. On approved credit, Buyer agrees to pay Metal-Era within 30 days of the date of an invoice. Seller will charge Buyer interest of 1.5% per month on any past due invoice.

c. **Taxes and Charges.** Buyer shall be responsible to pay any federal, state or local sales, service or other taxes or surcharges charged by any governmental authority related to the purchase of the Product by Buyer.

3. Delivery and Title:

a. **Delivery:** Unless otherwise agreed to in writing between the parties, all shipments are “FOB Destination” and prepaid to the Buyer’s place of business within the contiguous U.S. All quoted delivery dates are approximate.

b. **Title:** For FOB Destination shipments, title and control of the goods transfer to the Buyer once delivery has occurred and the contract for carriage has been completed.

4. **Manufacturer’s Kynar Express Limited Warranty on Paint and Finish:** The sole warranty for the paint and finish used in the System is the Manufacturer’s Express Limited Warranty provided by Kynar (“Kynar Warranty”). The Kynar Warranty can be found on Metal-Era’s Website. METAL-ERA DELIVERS THE PAINT AND FINISH TO BUYER ON AN “AS IS” BASIS. SELLER EXPRESSLY DISCLAIMS ANY SEPARATE EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PAINT AND FINISH, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, INTELLECTUAL PROPERTY INFRINGEMENT AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NONE OF SELLER’S EMPLOYEES OR AGENTS HAVE THE AUTHORITY TO AMEND OR MODIFY THIS PROVISION.

5. **Metal-Era’s Express Limited Warranty (“Metal-Era Limited Warranty”):** Metal-Era warrants that the System will be free of defects in materials and workmanship and will provide proper air flow per NFA values specified, intended or calculated by Metal-Era and withstand winds of up to 130 miles per hour WHEN INSTALLED AND UTILIZED IN ACCORDANCE WITH METAL-ERA’S RECOMMENDED GUIDELINES for a period of 20 years or the lifetime of the roof as originally installed, whichever comes first.

THE EXPRESS METAL-ERA LIMITED WARRANTY WITH REGARD TO THE SYSTEM IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION. ANY IMPLIED WARRANTY OF MERCHANTABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

6. Metal-Era Limited Warranty Limitations: The Metal-Era Limited Warranty is subject to the following limitations:

- a. The Metal-Era Limited Warranty is only valid if Buyer utilizes the System with accessories manufactured by Metal-Era.
- b. The Metal-Era Limited Warranty is limited to the System and does not cover any other roofing components installed or utilized along with the System.
- c. The Metal-Era Limited Warranty does not apply to problems caused by defective non-Metal-Era manufactured parts, components or accessories or improper installation.
- d. The Metal-Era Limited Warranty is non-assignable.

7. Metal-Era Limited Warranty Exclusions: The Metal-Era Limited Warranty excludes coverage for:

- a. Repairs necessitated, in Metal-Era's sole discretion, as a result of winds over 130 miles per hour, debris, flying objects, or natural disasters such as tornados, hurricanes, earthquakes or fires.
- b. Repairs necessitated by the attachment of components or accessories not manufactured by Metal-Era.
- c. Repairs required due to installation in violation of the Seller's written specifications.
- d. Repairs or alterations made after installation without the prior authorization of Seller.
- e. Repairs necessitated by Owner's failure to use reasonable care in maintaining the condition of the roof.
- f. Separation of the substrate from the building.
- g. Damage to the System due to negligence, accidents, misuse or abuse, including but not limited to vandalism, civil unrest, acts of terrorism or acts of war.

8. Remedies for Breach of Metal-Era's Limited Warranty:

- a. Notice of Metal-Era Limited Warranty Claim: Buyer shall provide Seller with written notice of any Metal-Era Limited Warranty claim within thirty (30) days of discovery of the condition which led to that claim.
- b. Remedies: Subject to the limitations set forth in this Contract, Metal-Era will promptly repair or replace all or the portion the System and its components which fail to meet the Metal-Era Limited Warranty, at Metal-Era's sole option. If Metal-Era is unable to repair or replace the System or any of its components which fail to meet the Metal-Era Limited

Warranty, Metal-Era will provide Buyer with a credit for the pro-rata portion of the purchase price paid by the buyer for that portion of the System or its components which fail to meet the terms of Metal-Era's Limited Warranty.

c. EXCLUSIVE REMEDY: THE REMEDIES PROVIDED UNDER THESE TERMS AND CONDITIONS ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF METAL-ERA'S LIMITED WARRANTY PROVISION UNDER THIS CONTRACT. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE SO LONG AS THE SELLER IS WILLING AND ABLE TO REPLACE A DEFECTIVE PRODUCT OR SYSTEM OR ISSUE A CREDIT TO BUYER WITHIN A REASONABLE TIME AFTER BUYER PROVES TO SELLER THAT A METAL-ERA LIMITED WARRANTY CLAIM EXISTS.

9. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO (a) LOSS OF REVENUE, PROFITS OR PRODUCTION; (b) DELAYS IN PRODUCTION; (c) CLAIMS RAISED BY BUYER'S CUSTOMERS; WHETHER THOSE CLAIMS ARE BASED ON BREACH OF CONTRACT, WARRANTY, TERMINATION, NEGLIGENCE, TORT, STRICT LIABILITY, INDEMNITY, AT LAW OR IN EQUITY, OR OTHERWISE. SELLER'S TOTAL LIABILITY FOR ANY CLAIM FOR A BREACH OF THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE PURCHASE PRICE OF THE SYSTEM PURCHASED PURSUANT TO THESE TERMS AND CONDITIONS. UNDER NO CIRCUMSTANCES WILL SELLER BE RESPONSIBLE TO BUYER FOR THE RESULTS OF ANY TECHNICAL OR CONSULTING ADVICE PROVIDED BY SELLER IN CONNECTION WITH THE SALE, DESIGN, INSTALLATION OR USE OF ANY SYSTEM.

10. Product Descriptions and Literature: Any product information or descriptions provided by Seller, (whether orally or in writing) including but not limited to specifications, samples, models, drawings, engineering sheets, catalogs, brochures, and other similar materials used in connection with Buyer's order, are for the sole purpose of identifying the System and shall not be construed as an express warranty and shall not form part of the terms of the contract between Seller and Buyer.

11. Indemnity: Buyer agrees to defend, indemnify, and hold harmless Seller from and against any claims, losses, or damages brought against Seller related to the System or Product or the subject matter of this contract, including but not limited to claims for: (1) alteration or misuse by Buyer of any product or System, (2) false or misleading representations about Seller or the System or Product sold or distributed by Seller, (3) Buyer's breach of these Terms and Conditions; or (4) claim of intellectual property infringement relating to Buyer's use or sale of the System or Product.

12. Force Majeure: Seller will not be liable for any loss, damage, or delay if the Seller's performance is prevented, delayed, restricted or interfered with by any act or condition beyond Seller's reasonable control, including but not limited to acts of God, Buyer's acts or omissions, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes. If such a delay

occurs, the due date for performance will be extended as may be reasonably necessary to compensate for the delay.

13. Waiver: Seller's waiver of any provision under these Terms and Conditions on one occasion will not operate as a waiver of any future breach of the Terms and Conditions.

14. Notices: Any notice required under these Terms and Conditions shall be given to Buyer in writing and be delivered in person, by facsimile, e-mail, or by first class mail.

15. Governing Law/Venue: These Terms and Conditions are governed by Wisconsin law, excluding its conflicts of law principles. The state and federal courts of Waukesha County, Wisconsin shall be the exclusive forum for any actions brought pursuant to these Terms and Conditions.

16. Compliance with Export Laws: Buyer represents and warrants to Seller that if it is purchasing the System for export or re-export, it will comply with all U.S. export and re-export laws, regulations and restrictions. Buyer represents and warrants to Seller that it will consult with the appropriate U.S. Government agencies to ensure that any exports are done in accordance with applicable laws, regulations and restrictions.

17. Dispute resolution: The Parties agree that if a dispute arises under these Terms and Conditions, the Parties will first attempt to engage in good faith negotiations in a good faith effort to resolve the dispute. If the Parties are unable to resolve a dispute within 30 days of the date of the first good faith negotiations, the Parties agree to submit the Dispute to mediation before the parties seek judicial intervention.

18. Severability: If any provision of these Terms and Conditions is held by a court, government agency or other legal authority of competent jurisdiction to be invalid, illegal or unenforceable, these Terms and Conditions shall be construed as if the provision was not included in the Terms and Conditions.

19. Entire Agreement: These Terms and Conditions, together with any Seller sales/order confirmation and attachments, constitute the entire agreement between the parties on this subject, and supersede all prior communications, negotiations, agreements, advice, consulting services or documents. These Terms and Conditions may not be modified without prior written consent of Seller.

By: _____

Date: _____