

**METAL ROOF INNOVATIONS, LTD. (MRIL)**

**S-5!®**

**LIMITED WARRANTY**

Metal Roof Innovations, Ltd (MRIL) warrants that all S-5!® products manufactured by it and bearing its name to be free from defects in material and workmanship on the date of sale by an authorized MRIL distributor to the original purchaser. As purchaser's sole remedy for breach of this warranty, MRIL will, for a period of twenty-five (25) years after the date of sale, repair or replace any part of the S-5! manufactured product which is defective. This warranty applies only when the S-5! product is properly installed, used and maintained.

This warranty does not cover, and MRIL shall not be liable for, any malfunction, damage or wear caused by faulty installation, misapplication, negligence, misuse, abuse, accident, tampering, substitution of non-S-5! component parts, or incompatibility with equipment, structures, accessories or materials not manufactured by MRIL. The purchaser acknowledges that MRIL expresses no opinions as to the suitability of S-5! products or components for any specific application or project condition.

This warranty is conditioned upon (a) the prepaid return of the products claimed to be defective to an authorized MRIL distributor for verification of the claimed defect; and (b) receipt by MRIL of claims for product repair or replacement within thirty (30) days after discovery of the defect or after the defect could have been reasonably discovered. If the claimed defect is verified, MRIL will repair or replace free of charge any defective products manufactured by MRIL. Replacement product will be returned with transportation prepaid.

Claims under this warranty must be in writing and sent to MRIL along with a copy of this limited warranty, the part or product model name or number, date and place purchased, date installed, operating conditions, and date the defect was discovered. MRIL shall have the right to examine the components, related parts, and product application, including adjacent work on the actual building site. Purchaser grants MRIL access to the site of the installation during normal business hours for this purpose.

**Disclaimers and Limitations. The terms of this warranty constitute purchaser's sole and exclusive remedy and are in lieu of any other warranties (expressed or implied). MRIL MAKES NO OTHER WARRANTIES ABOUT THE PRODUCTS AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION. PURCHASER ASSUMES ALL RISK OF USE OF ANY OF THE PRODUCTS IN COMBINATION WITH OR AS A COMPONENT PART OF ANY PRODUCT APPLICATION. NOTWITHSTANDING THE ABOVE AND REGARDLESS OF THE CIRCUMSTANCES, MRIL'S TOTAL LIABILITY TO PURCHASER IS LIMITED TO AND SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE PRODUCTS. PURCHASER WAIVES ANY AND ALL OTHER CLAIMS. IN NO EVENT SHALL MRIL BE LIABLE FOR, AND PURCHASER WAIVES ALL CLAIMS AGAINST MRIL RESPECT TO, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR ANY LOST PROFITS. EVERY FORM OF LIABILITY FOR DIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IS EXPRESSLY EXCLUDED. ANY CIVIL ACTION FOR BREACH OF WARRANTY MUST BE COMMENCED WITHIN TWENTY-FIVE (25) YEARS OF THE DATE OF SALE OR WITHIN ONE YEAR AFTER THE PURCHASER DISCOVERED OR SHOULD HAVE DISCOVERED THE DEFECTIVE PRODUCT**

This warranty gives the purchaser specific legal rights. Purchaser may have other rights which vary from state to state.

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Purchaser

\_\_\_\_\_  
Distributor

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Date of Sale