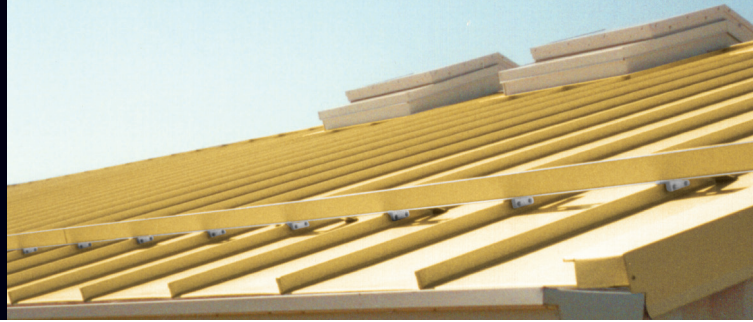




ColorGard® System Warranty Program

Warranty Application Form



A. General. In order to initiate the ColorGard® System Warranty Program (“Limited Warranty”) activation process, this Warranty Application Form must be completed by the party (“Contractor”) that purchases and installs the ColorGard snow retention system and must be submitted to Metal Roof Innovations, Ltd. (“Manufacturer”). Warranty eligibility includes any project in the Continental United States on which a ColorGard snow retention system is to be installed on a standing seam metal roof. The system is eligible for Warranty only when proper job-specific calculations have been performed using the S-5!® ColorGard Calculator (“S-5! ColorGard Calculator”) available at www.S-5.com. Contractor shall submit this Warranty Application Form, along with all required accompanying documents, and the Issuance Fee to Manufacturer, at least sixty (60) days prior to the requested Field Inspection date, at the following address:

Metal Roof Innovations, Ltd.
8655 Table Butte Rd.
Colorado Springs, CO 80908

B. Required Documents. Contractor shall submit the following required documents (“Required Documents”) to Manufacturer:

1. A fully completed Warranty Application Form that is signed by Contractor.
2. Evidence of a pending ColorGard snow retention system order or purchase from an authorized ColorGard snow retention system distributor (“Distributor”).
3. A printed copy of all calculations performed with Manufacturer’s web calculator, bearing the project name. In the event that multiple roofs are involved, calculations must be submitted for each individual roof, and each individual roof must be identified and/or differentiated.
4. In the event of multiple rows of assembly, Contractor shall include a roof plan that is drawn to scale and designates the proposed location of all rows of assembly.
5. The Issuance Fee for Manufacturer’s Limited Warranty.
6. A signed copy of the ColorGard System Warranty Program Limited Warranty.

C. Field Inspection. Manufacturer’s authorized representative shall perform a field inspection (“Field Inspection”) before Manufacturer shall have any obligations or liability in connection with its Limited Warranty. The purpose of this inspection is to ascertain general compliance and conformity with Manufacturer’s installation instructions, and other Required Documents. By performing a field Inspection, Manufacturer makes no representations or warranties that the ColorGard snow retention system is properly installed, properly engineered for Owner’s (“Owner”) building pursuant to the S-5! ColorGard Calculator or otherwise, and Contractor is not relieved of its duty to properly execute and install the work.

D. Field Inspection Report. The Contractor shall obtain a satisfactory field inspection report (“Field Inspection Report”) or a written waiver of field inspection (“Waiver of Field Inspection”) from Manufacturer to effect issuance of the Warranty. Manufacturer shall have no obligations or liability in connection with this Limited Warranty until contractor complies with this provision. Within seven (7) days following the Field Inspection, the Manufacturer will issue a Field Inspection Report, indicating Field Inspection satisfaction or stating the reason(s) for Field Inspection failure.

E. Contractor’s Obligations. Contractor agrees to the following:

1. Installation of the ColorGard snow retention system shall be complete and ready for inspection three (3) days prior to the requested Field Inspection date.
2. Installation of the ColorGard snow retention system shall be and in accordance with Manufacturer’s installation instructions, including minimum setscrew tensions.
3. Contractor is responsible for the accuracy of all information entered into the fields of Manufacturer’s S-5! ColorGard Calculator. Contractor certifies that such information is accurate and complete. These fields include the project name, panel type, panel gauge, panel material, panel width dimension, roof (rafter) length, roof slope and design roof snow load. The factor of safety must be no less than 2.0 (default setting).
4. At no costs to Manufacturer, Contractor will provide Manufacturer, or its representative, with commercially reasonable, safe access to Owner’s roof so that Manufacturer may perform Field Inspection(s).
5. Manufacturer’s authorized Distributor has received full payment for the ColorGard snow retention system.



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F. Issuance Fee. The issuance fee (“Issuance Fee”) for Manufacturer’s Limited Warranty shall be fifteen hundred dollars (\$1500) plus 8% of the full invoice costs of the ColorGard® snow retention system materials from an authorized S-5!® distributor. The Issuance Fee is non-refundable and shall be paid by check or certified funds. Full payment of the Issuance Fee shall accompany this Warranty Application Form.

G. Re-Inspection. In the event that Contractor acquires an unsatisfactory Field Inspection Report from Manufacturer, or in the event that Manufacturer must conduct further Field Inspection(s) due to unfinished work, Contractor shall pay a re-inspection fee (“Re-Inspection Fee”) as determined by Manufacturer which shall not exceed the original Issuance Fee under paragraph F above, for any subsequent Field Inspection performed by Manufacturer. Any subsequent Field Inspection(s) shall be subject to the same terms as the original Field Inspection including, but not limited to, roof access, timely notice, and so forth.

H. Notice and Changes. Contractor shall submit this Warranty Application Form to Manufacturer a minimum of sixty (60) days prior to the requested Field Inspection date. Manufacturer will attempt to schedule the inspection to occur within three (3) business days of the requested date. Any change to the requested Field Inspection date shall be made in writing and submitted to Manufacturer thirty (30) days prior to both the original requested Field Inspection date and the new requested Field Inspection date. If timely, the change to the requested Field Inspection date shall be made without charge or penalty. However, an untimely change to the requested Field Inspection date may be subject to other charges as determined by Manufacturer. Contractor shall promptly pay the other charges upon receiving notification from Manufacturer.

I. Limited Warranty Terms. Contractor agrees to all of the terms and conditions of Manufacturer’s Limited Warranty. Accordingly, all of the terms and conditions of Manufacturer’s Limited Warranty are part of this Warranty Application Form and this Warranty Application Form is part of Manufacturer’s Limited Warranty. The terms and conditions of Manufacturer’s Limited Warranty are available at www.S-5.com.

J. Owner. Contractor represents that he/she signed and/or submitted this Warranty Application Form on behalf of the building Owner and consents to the terms of Manufacturer’s Limited Warranty on behalf of Owner. In accordance with the terms of the Limited Warranty, the building Owner is defined as the building Owner at the time that the ColorGard snow retention system is initially installed.

Calculator Job #: _____ Roof #(s): _____

Distributor: _____

Invoiced Cost of ColorGard snow retention system exclusive of taxes: \$ _____ . _____

Project Name: _____

Project Location: _____

Building Owner: _____

Installing Contractor: _____

Contact Person: _____

Contact Number: _____

Requested Inspection Date: _____

Contractor

By: _____ Date: _____