



## 2 YEAR ROOF SYSTEM WEATHERTIGHTNESS LIMITED WARRANTY

### I. Trachte, Inc.'s Warranty

Trachte, Inc. ("Trachte") hereby warrants to the undersigned original End User of the building and Subsequent Owners during the Term, as defined below (collectively, the "Purchaser"), subject to the terms, conditions and limitations contained herein that the Roofing System, as defined below, of its building number (the "Building"), located at (the "Location"), will be adequate to prevent intrusion of water from the exterior of the Roofing System into the building envelope ("Leaks"), when exposed to ordinary weather conditions and ordinary wear and usage. Ordinary weather shall mean normal weather as is expected from day to day at the location of the Building, excluding weather such as tornados, hurricanes and other extreme weather patterns which are rare occurrences at the Location. Ordinary usage shall mean use as is recommended by Trachte and ordinary wear shall be wear resulting from such ordinary usage. In the event that Leaks in the Roofing System occur, except as expressly limited herein, Trachte shall, in the methods it determines to be necessary and appropriate, in its sole discretion, replace or repair, at its sole option, the Roofing System or otherwise remedy the defect as it sees fit at its own cost and expense. The term "End User", as used above, shall mean the first individual or entity that purchases the Building primarily for use rather than resale. "Subsequent Owners," as used above, shall mean successor owners of the Building during the Term and the Location, but not a successor owner of the Building after the Building has been moved from the Location.

As used herein, the term "Roofing System" means the furnished standing seam roof panels, flashing and related items used to fasten the roof panels and flashing to the roof structure.

### II. Term

This warranty shall commence upon the initial installation of the Building by or on behalf of the original End User at the Location (the "Commencement Date") and shall continue for a period of two years unless terminated or voided pursuant to the terms herein (the "Term"). The Commencement Date shall be the date upon which possession of the Building was first transferred to the End User. Trachte shall have the right to request documentation from the End User evidencing the date the Building was originally installed. If End User fails to provide such documentation to Trachte upon request, this Warranty shall be void.

### III. Notice of Claim

Purchaser shall provide written notice to Trachte of any alleged Leaks within thirty (30) days of discovery of such Leaks and shall, in such written notice, provide Trachte with details regarding the alleged Leaks, including, without limitation, all known causes thereof ("Warranty Claim"). Upon receipt of a Warranty Claim, Trachte will send a representative to the Location for an inspection and Purchaser shall cooperate fully with this inspection and related investigation. If, upon inspection, Trachte determines the Leaks in the Roofing System are not covered by this warranty for any reason, Purchaser shall, at Trachte's option, be liable for all expenses incurred by Trachte in conducting the inspection, including, without limitation, reasonable travel expenses.

### IV. Disclaimer

**THE EXPRESS WARRANTY HEREIN IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY TRACHTE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

### V. Limitations and Exclusions from Warranty

The warranty and obligations stated herein shall not apply to:

- (A) Leaks as a result of deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water;

- (B) Leaks as a result of corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or a similar cause;
- (C) Leaks as a result of deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building;
- (D) Leaks as a result of damage caused by fire, riot, war, theft, vandalism, floods, abuse, mis-use, flying objects or acts of God;
- (E) Leaks as a result of damage caused by workers other than employees of Trachte or others explicitly approved by Trachte;
- (F) Leaks caused by the installation of the Building, if installed by anyone other than Trachte, if such installation was done improperly or in any manner that would adversely affect the Roof System's stability, reliability or useful life;
- (G) Leaks caused by alterations to the roof by contractors, other than Trachte, or contractors explicitly approved by Trachte in writing including, but not limited to, roof curbs, flashings, penetrations or utilities being placed on or attached to the Roof System;
- (H) Leaks which are at a connection: (1) to an existing metal roof manufactured by another company; or (2) against a wall of an existing building; and
- (I) Leaks as a result of damage caused to the Roof System during any move, transportation, relocation or re-siting of the Building by any party other than Trachte or others explicitly approved by Trachte in writing.

**VI. Limitation of Remedies**

Should a court of competent jurisdiction find the limited warranty set forth herein breached, Trachte's only obligation shall be to, at its sole option, either repair or replace the Roof System. If, and only if, the foregoing remedy fails of its essential purpose, Trachte, in exchange for return of the Building by Purchaser at its sole expense, including all shipping costs, shall refund the Building's original purchase price to the Purchaser and under no circumstances shall Trachte's liability exceed this amount.

**VII. Limitation of Liability**

Trachte shall not be liable to Purchaser for special, indirect, incidental, consequential or punitive damages under any circumstances whatsoever. This limitation applies to all legal theories under which damages may be sought, and will apply even if any remedy fails of its essential purpose.

**VIII. Merger**

This warranty is the complete, exclusive and final agreement of the parties with respect to the quality or performance of the Roof System and any and all representations and warranties.

**IX. No Oral Modifications or Waivers**

No modification of this warranty shall be effective unless in writing and executed by an authorized representative of Trachte and the Purchaser. No waiver of the terms of this Warranty by Trachte shall be effective unless in writing and executed by a Trachte authorized representative.

**X. Governing Law**

This warranty and the rights and duties of the parties hereunder shall be governed by the internal laws of the State of Wisconsin without giving effect to conflicts of law principals. Purchaser acknowledges that this warranty has sufficient ties with the State of Wisconsin for any state action brought hereunder to be properly venued in Dane County Circuit Court in the State of Wisconsin and any federal action in the Federal District Court for the Western District of Wisconsin.

**Project Information**

Project Name:  
 Project Location:  
 Trachte Building No.:  
 Building Owner:

Trachte, Inc.



Ron Trachte,  
 Vice President