

BERRIDGE MANUFACTURING COMPANY
5-YEAR WATERTIGHTNESS
LIMITED WARRANTY

Building _____ Berridge Work Order Number: _____
Owner _____
Building /Job _____
Name: _____ Date Roof Completed: _____
Building _____
Location: _____ Berridge Material
Furnished (Sq. Ft.): _____

Berridge Manufacturing Company (hereinafter referred to as "Berridge") and the Roofing Contractor/Installer whose signature appears below (hereinafter referred to as "Roofer") severally warrant [Roofer only for any matter arising during the first two years after completion of installation of the subject roof on the above referenced Building and Berridge only for any matter first arising after the second anniversary of successful completion of installation of the subject roof but arising not later than the fifth anniversary of such completion] to the above-named Building Owner (hereinafter referred to as "Owner") that subject to each and every term(s), condition(s), limitation(s), allocation(s) of warranty, and responsibility(ies) stated herein, Roofer's workmanship on the above-named building will be adequate to prevent leaks for 5 years commencing with the date of completion of installation of the Roofing System. This warranty will be fully satisfied by repair of the Roof, and any such repairs shall carry a warranty against leaks only for any then remaining balance of the original 5-year warranty period.

BERRIDGE'S AND ROOFER'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS 5-YEAR WATERTIGHTNESS LIMITED WARRANTY IS LIMITED TO THE DOLLAR AMOUNT OF THE OWNER'S ORIGINAL PAYMENT MADE TO THEM FOR MATERIALS FURNISHED BY BERRIDGE ONLY AND FOR THE INSTALLATION OF THOSE MATERIALS ONLY. NEITHER BERRIDGE NOR ROOFER MAKES ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 5-YEAR WATERTIGHTNESS LIMITED WARRANTY. BERRIDGE DOES NOT IN ANY WAY WARRANT THE MERCHANTABILITY OF THE GOODS SOLD HEREBY. NO WARRANTIES EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

IN NO EVENT SHALL ANY ONE OR MORE OF BERRIDGE AND ROOFER HAVE ANY LIABILITY FOR ANY COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE. WHETHER OWNER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE, IT IS EXPRESSLY AGREED THAT OWNER'S REMEDIES EXPRESSED IN THIS 5-YEAR WATERTIGHTNESS LIMITED WARRANTY ARE OWNER'S EXCLUSIVE REMEDIES.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Berridge and Roofer with written notice within thirty (30) days of the discovery of any leak(s) in the Roof. Failure of the Owner to do so shall automatically relieve both Berridge and Roofer of any and all responsibility and/or liability under this 5-year Watertightness Limited Warranty.
2. In the event a roof repair is necessary during the first two-year period or any extension thereof, the Roofer's responsibility [which shall be in lieu of any and all Berridge liability during such period and any such extension(s)] shall be extended for a two-year period from the date of the last such repair. In any such case, Berridge will be responsible only for the balance remaining after the end of such period and any and all extension(s) of the original five (5)-year period from the date of completion of installation of the subject Roofing System.
3. If upon Berridge's inspection, Berridge determines that the leak(s) in the Roof are caused by defects in Berridge materials or in the workmanship of the Roofer, Roof repair obligations shall then arise in accordance herewith, but Owner's remedies and Berridge's liability shall in any event be limited to repair of the Roof, subject to the cost limitations set forth above. Otherwise, neither Berridge nor Roofer shall have any liability. The Roofer's two-year liability (which is in lieu of any and all Berridge liability for such period) shall be extended an additional two years from date of last repair, should such repairs be necessary during the first two years of the Roofer's liability or during any extension thereof.
4. Neither Berridge nor Roofer shall have any liability or responsibility under or in connection with either this 5-Year Watertightness Limited Warranty or the Roof, if any one or more of the following shall occur:
 - (a) Deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water.
 - (b) 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, and the like.
 - (c) Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
 - (d) Damage caused by worker(s) on the roof.
 - (e) Any other cause beyond Berridge's control.
 - (f) Damage to the Roof caused by natural disasters, including, but not limited to, lightning, or any strong gale, hurricane, tornado, or earthquake.
 - (g) Failure by any contractor or subcontractor to follow Berridge's recommended installation instructions for the layout, design and installation of the Roof.

(h) If, after installation of the Roof by Roofer, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from Berridge, or

(i) If there is any failure by the Owner or lessee or other occupant or user to use reasonable care in maintaining the Roof, or

(j) If Owner fails to comply with every term and/or condition stated in this 5-Year Watertightness Limited Warranty, or

(k) If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.

(l) Berridge shall not have any liability or responsibility with leakage caused by ridge vents.

(m) Berridge shall not have any liability or responsibility with failure of gutters and gutter accessories.

(n) Failure of roofing installation and the materials supplied by Berridge Manufacturing Co. for the flashings and metal roofing due to reaction of dissimilar metals will not be the responsibility of Berridge Manufacturing Co. and Berridge Manufacturing Co. will not be held liable for any claims due to failures caused by dissimilar metals.

5. Berridge shall not have any liability or responsibility under or in connection with either this 5-Year Watertightness Limited Warranty or the Roof in the event of a failure by any contractor or subcontractor to use approved installation details for roof curbs, roof jacks, sealants, mastics, subframing, and flashing furnished by Berridge, [or to substitute therefor only products approved in writing in advance by Berridge as equal (if provided by the contractor or subcontractor)].

6. During the term of this Warranty, Berridge, its Sales Representatives and employees, shall have free access to the roof during regular business hours.

7. Berridge shall not have any obligation under this 5-Year Watertightness Limited Warranty until (a) Shop drawings outlining the application of roofing materials are submitted to Berridge by the Roofer and accepted in writing by Berridge. Such drawings must show the exact number, size and location of all roof penetrations and rooftop equipment and (b) Photographs of the roof installation showing the items described in subparagraph (a) above as well as any items required in Berridge field inspection reports are submitted to Berridge by the Roofer.

8. This Warranty is not valid until a fully executed original has been returned to Berridge.

9. Berridge shall not have any obligation under this 5-Year Watertightness Limited Warranty until all invoices for installation, supplies and services have been paid in full to each of Berridge and Roofer and each material supplier.

10. Neither Berridge nor Roofer shall be responsible for any consequential damages or loss to the building, its contents or other materials.

11. Neither Berridge nor Roofer's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of such provision or of the right to exercise any right in the future.

12. This 5-Year Watertightness Limited Warranty supersedes and is in lieu of any and all other warranties (whether express or implied) that are either in addition to or in conflict with the term(s) and condition(s) stated herein. **ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 5-YEAR WATERTIGHTNESS LIMITED WARRANTY.**

13. If the subject roof is covered by products of more than one roofing products manufacturer, this 5-Year Watertightness Limited Warranty applies only to those portions of such roof which are covered solely by Berridge manufactured products.

14. Notwithstanding any other provision of this 5-Year Watertightness

Limited Warranty, Berridge shall not have any liability or responsibility at any time for or as a consequence of any condensation or underside corrosion which is or was caused at any time in part or wholly by any condensation resulting from either or both of the following: (a) The use of an inadequate vapor barrier where the insulation is installed immediately beneath the roof panels. An adequate vapor barrier is defined as one which has a perm rating of .05 or less with sealed joints and perimeter. (b) Inadequate ventilation of the attic space between a roof panel and insulation, when insulation is installed directly on top of an existing roof.

15. Roofing installation must be supervised by an authorized Berridge Installer or an individual that has been factory trained in the installation of Berridge roofing products.

16. Berridge roof panels must be made of a material supplied by Berridge or approved by Berridge.

WARRANTY RESPONSIBILITY:

1st through 2nd Year, plus any applicable extension period(s) as described hereinabove: — ROOFER

The thereafter remaining balance of the first 5 years from date of completion of installation of the subject Roof. — BERRIDGE MFG. CO.

This 5-Year Watertightness Limited Warranty is tendered for the sole benefit of the original purchaser as named below and is not transferable or assignable. It becomes valid only when signed by each of Roofer, Owner and Berridge.

EXCEPT ONLY AS EXPRESSLY PROVIDED HEREIN, BERRIDGE MAKES NO REPRESENTATION(S) OR WARRANTY(IES) OF MERCHANTABILITY AND WARRANTY(IES) OF FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, WITH RESPECT TO THE GOODS AND/OR SERVICES COVERED HEREBY. NOR DOES BERRIDGE MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENT(S), DESIGN(S), COPYRIGHT(S), OR TRADEMARK(S) WHICH MAY COVER ANY OF SUCH GOODS. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM ANY DEFECTIVE GOODS AND/OR WORKMANSHIP SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF. THIS 5-YEAR WATERTIGHTNESS LIMITED WARRANTY MAY NOT BE CHANGED ORALLY.

This 5-Year Watertightness Limited Warranty shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Berridge, Roofer and Owner specifically agree that any legal action brought relating to this Warranty will be brought and tried in the United States District Court For the Southern District of Texas, Houston Division, or, in absence of federal jurisdiction, in a District Court of Harris County, Texas, in Houston, Texas.

Roofing Contractor/Installer:

Company Name _____

signature _____

typewritten name _____ title _____ date _____

Owner: _____

Company Name _____

signature _____

typewritten name _____ title _____ date _____

Berridge Manufacturing Co: _____

