



Warranty

STANDARD PRODUCT WARRANTY

Subject to the terms, conditions, and limitations stated below, Roof Products & Systems ("RPS") warrants for a period of one (1) year the RPS Commercial Roof Accessories ("Product") are free from manufacturing defects at the time of sale. This Product Warranty applies only to the Product and does not apply to labor, materials or construction details. If upon inspection by RPS the Product is found to be defective, RPS may provide a replacement Product or a substitute at its sole discretion.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide RPS with written notice within thirty (30) days of the discovery of any alleged defects in the product. Owner should send the written notice of defects to RPS, at 5030 Coporate Exchange Blvd, Grand Rapids, MI 49512.
2. If upon RPS's inspection, RPS determines that the defect in the Product is caused by material deficiencies, except as provided in Paragraphs No. 3 and No. 4, Owner's remedies and RPS's liability shall be limited to RPS's replacement of the Product or its equal, at RPS's sole discretion.
3. This Warranty shall not be applicable if, upon RPS's inspection, RPS determines that any of the following has occurred:
 - (a) The Product is damaged by natural disasters, including, but not limited to, lightning, fire, hail, earthquake, tornado, hurricanes, and gales; or
 - (b) The Product is damaged by any acts of negligence, accidents or misuse, including, but not limited to, vandalism, civil disobedience, or acts of war; or
 - (c) Product not furnished by RPS is used and fails or causes defects in RPS Product; or
 - (d) Deterioration or failure of building components, including, but not limited to, the roof deck, metal roof components, walls, mortar, machinery, HVAC units, etc., occurs and causes damage;
 - (e) Deterioration or failure of the product caused by, including, but not limited to, harmful gases in insulations, defects or harmful substances in insulations or other underlying materials; or
 - (f) Usage or spillage of material or substance not compatible with the product, including, but not limited to, petroleum based products, oils, acids, animal fats, harmful chemicals, and the like, which come in contact with the product and causes deterioration.
4. This Warranty shall be null and void if either of the following occurs:
 - (a) Failure by the Owner to use reasonable care in maintaining the roof system and RPS's products; or
 - (b) Owner fails to comply with all the terms or conditions stated herein.
5. RPS shall have no obligation under this warranty unless all the bills for the product have been paid in full.
6. RPS's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such terms or conditions.
7. This warranty supersedes and is in lieu of any and all other expressed warranties that are in conflict with the terms and conditions stated herein.
8. No representative of RPS has authority to make any representations or promises except as stated herein.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE PRODUCTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. PPS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW WHATSOEVER.

All Warranty information is subject to change without notice. Dimensions and specifications shown are within manufacturing tolerances.

ROOF PRODUCTS & SYSTEMS
Roof Curb Specialists



Warranty

LIMITED WARRANTY

SALE OF ALL PRODUCTS ARE EXPRESSLY CONDITIONED UPON THE TERMS CONTAINED IN THIS LIMITED WARRANTY ("LIMITED WARRANTY") AND SELLER'S TERMS AND CONDITIONS OF SALE FOUND AT http://www.tomkinscorp.com/conditions_of_sale/ (THE "TERMS & CONDITIONS"). IN THE EVENT OF A CONFLICT BETWEEN THIS LIMITED WARRANTY AND THE TERMS & CONDITIONS, THIS LIMITED WARRANTY SHALL PREVAIL AND CONTROL.

The warranty ("Warranty") provided by Roof Products & Systems ("Seller") for the products purchased from Seller (each a "Product"), including, without limitation, the Warranty's scope and duration (the "Warranty Period"), and the remedies available for any breach thereof, shall be as stated in the Terms & Conditions unless otherwise stated in the Warranty Schedule attached hereto as Exhibit A ("Warranty Schedule"). Unless otherwise set forth on the Warranty Schedule, (a) the Warranty shall apply to the original purchaser/consumer, and (b) with respect to third party products or components included in the Products, Seller shall pass through the terms of any warranty provided by the applicable third party manufacturer/supplier to the extent permitted as Seller's sole warranty for any such third party products or components.

Any modification or repair of any Product not authorized by Seller will render the Warranty null and void. Seller does not warrant the Products or any repaired or replacement parts against normal wear and tear. The Warranty is null and void if the Product has been subjected during the applicable Warranty Period to faulty installation, maintenance, abuse, accident or other damages or if it was not installed in accordance with Seller's instructions.

EXCEPT FOR THE LIMITED WARRANTIES THAT MAY BE SET FORTH ON THE WARRANTY SCHEDULE AND IN THE TERMS & CONDITIONS, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT FOR THE LIMITED WARRANTIES THAT MAY BE SET FORTH ON THE WARRANTY SCHEDULE AND IN THE TERMS & CONDITIONS, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. SELLER DOES NOT WARRANT THAT THE PRODUCTS FURNISHED HEREUNDER WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR DEFECT-FREE OR THAT ALL DEFECTS WILL BE CORRECTED. THE CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN.

Some states do not allow exclusions of or limitations on implied warranties. Thus, the foregoing exclusions or limitations may not apply. This Limited Warranty gives the Customer specific legal rights. The Customer may also have other rights which may vary from state to state.

Warranty claims under this Limited Warranty should be sent to:

**Hart & Cooley
4460 44th Street South East, Suite F, Grand Rapids, MI 49512
RPS Customer Service**

**ROOF PRODUCTS & SYSTEMS
Roof Curb Specialists**