



Metal Roofing System Weathertight Limited Warranty Agreement

Warranty Term:
X 5 Year

Building Owner:
Address:
Telephone:

Project Name:
Location:

Material
Supplier:
Address:
Telephone:

Architect:
Address:
Telephone:
Installing
Contractor:
Address:
Telephone:

Type of Roof Panel: _____ Roof Area (sq. ft.) _____

Liability Amount: _____
Materials & labor

Date of Completion:

Indiana Metal, Inc. and the Installing Contractor identified above (hereinafter referred to as “installer”) severally warrant to the named building owner (hereinafter referred to as “owner”) that subject to all term(s), condition(s), limitation(s), allocation(s) of warranty and responsibility(ies) stated herein, the roofing system identified above (hereinafter referred to as “roofing system”) on the named building will be adequate to prevent leaks for the pre-defined number of years from the date of completion of the metal roof system installation. This warranty will be fully satisfied by repair of the roof, and any such repairs shall carry a warranty against leaks only for the then remaining balance of the original warranty period. This warranty only covers those leaks that that have been reported to Indiana Metal, Inc. in writing within thirty (30) days of discovery by the owner.

Indiana Metal, Inc's, and the installer’s and the aggregate total cumulative liability under this warranty is limited to the dollar amount of the original cost for materials furnished by Indiana Metal, Inc. only and the installation of those materials only.

NEITHER INDIANA METAL INC NOR INSTALLER MAKE ANY OTHER WARRANTY EITHER EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED AND EXCLUDED FROM THIS WARRANTY. INDIANA METAL INC. DOES NOT IN ANY WAY WARRANT THE MERCHANTABILITY OF THE GOODS SOLD HEREBY. NO WARRANTIES EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF INCLUDING TERMS, CONDITIONS AND LIMITATIONS LISTED.

TERMS AND CONDITIONS

1. Owner shall provide Indiana Metal Inc and Installer written notice within thirty (30) days of the discovery of any leaks in the roof. Failure of the owner to do so shall relieve Indiana Metal and Installer of any and all responsibility and/or liability under this warranty. Following inspection of any reported leaks, if the cause of the leak is determined not to be within the terms of this Limited Warranty, Indiana Metal Inc will not be responsible for the cost of any repairs or of any materials used, and the Owner shall reimburse Indiana Metal Inc and/or the installer for costs and expenses of the roofing inspection. If the Owner fails to reimburse these expenses this warranty shall become null and void and thereby terminated.
2. Indiana Metal Inc and Installer shall not have any responsibility or liability under or in connection with either this warranty or the roof, if any one or more of the following shall occur:
 - a. Deterioration caused by marine atmosphere or the regular spray of salt or fresh water.
 - b. Corrosion caused by fallout or exposure to any corrosive chemicals, ash or fumes from any type of manufacturing facility.
 - c. Deterioration caused by any corrosive substance or any condensation of any harmful substance contained, generated or released inside the building.
 - d. Damage caused by owners agents, employees or any other third party not under the direct control and supervision of Indiana Metal Inc and/or installer on the roof.
 - e. Any condensation or corrosion which is or was caused at any time, in part or in whole, as a result of (a) the use of an inadequate vapor barrier (perm rating of 0.5 or less with sealed joints and perimeter) when the insulation is installed immediately beneath the roof panels and/or (b) inadequate ventilation of the air space between a roof panel and insulation.
 - f. Damage caused by natural disasters, including but not limited to lightning, any strong gale, hurricane, tornado or earthquake.
 - g. Damage caused by any panels or other components installed in a manner that does not permit positive drainage of water from all surfaces.
 - h. Damage caused, after completion of the roof installation by the installer, resulting from 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 Indiana Metal, Inc.
 - i. Alterations or repairs to the roof system, flashings or other roof accessories after the date of completion unless done in a manner prescribed and approved in writing by Indiana Metal, Inc.
 - j. Failure by the owner or occupant or user to use reasonable care in maintaining the roof.
 - k. Faulty building design or construction.
 - l. Failure of the owner to comply with every term and/or condition stated in this Weathertight Limited Warranty.
 - m. Settlement, cracking or failure of the roof deck, walls or foundation of the building.
 - n. Damage caused by birds, vermin, rodents, insects or other animals or pests.
 - o. Any other cause beyond Indiana Metal Inc's control, including but not limited to vandalism, terrorism and war.
 - p. Ice Damming or any damage caused by ice damming
3. Indiana Metal, Inc shall not have any liability or responsibility under or in connection with either this Weathertight Limited Warranty or the roof in the event of the failure by any contractor or subcontractor to use approved installation methods and details indicated in approved shop drawing details furnished to Indiana Metal, Inc.
4. Indiana Metal, Inc. shall not have any obligation under this Weathertight Warranty until all invoices for installation, supplies, materials and services have been paid in full to Indiana Metal, Inc and installer.
5. Neither Indiana Metal, Inc. nor installer shall be responsible for any consequential damage or loss to the building, its contents or other materials.
6. In no event shall any one or more of Indiana Metal Inc or installer 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 owners remedies expressed in this Weathertight Limited Warranty are Owner's exclusive remedies.
7. Neither Indiana Metal Inc's, nor installer's failure at any time to enforce any of the terms and conditions stated herein shall be construed to be a waiver of such provisions or of the right to exercise any right in the future.
8. During the term of this warranty, Indiana Metal Inc, its sales representatives and employees, shall have free access to the roof during regular business hours.
9. Special exclusions or conditions: _____

Weathertight Limited Warranties are 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 the Owner, Installer and Indiana Metal, Inc.

Weathertight Limited Warranty may not be changed orally.

The invalidity or unenforceability of any provision of the Warranty shall not affect the enforceability and validity of any remaining provisions, and this Warranty shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

WHEREAS, Indiana Metal, Inc is not in the business of installing or providing supervision of the installation of roofing systems, but rather is in the business of providing materials in connection with the manufacture and installation of roofing systems by a professional roofing contractor. Indiana Metal Inc is not in the business of educating, training or supervising installation contractors and is also not involved in the process of selecting the installation contractor for any project. Indiana Metal Inc assumes that the Owner or his authorized agent(s), as a result of their extensive due diligence, have selected a fully trained and qualified professional roofing contractor required to successfully complete their project.

NOW THEREFORE, in consideration of the mutual covenants contained herein, all parties hereby agree as follows:

1. The Installation Contractor certifies and warrants that it has read and fully understands the scope of the project plans and specifications, that it will perform all services and labor in full compliance with the project requirements, drawings and specifications, and that all such services and labor shall be performed in accordance with SMACNA, NRCA and standard industry approved installation procedures, and that it will provide full and proper field supervision.
2. The Installation Contractor further represents and warrants that it shall utilize the highest quality workmanship and skill in the manufacturing of the panels and the installation of the Roofing System.
3. The Installation Contractor hereby warrants and agrees that at any time during the warranty period, in the event leaks occur in the Roofing System as a result of defective workmanship, installation, labor or materials (other than those materials supplied by Indiana Metal Inc), the Installation Contractor shall replace the Roofing System or perform all repairs necessary to restore Weathertight at the Installation Contractor's sole expense and shall indemnify and hold Indiana Metal Inc. harmless from any expenses, costs or liabilities associated with such replacement or repairs.
4. Indiana Metal Inc hereby warrants and agrees that at any time during the Warranty period, in the event repairs or services of metal panels are required due solely to defects in the material supplied by Indiana Metal Inc, Indiana Metal Inc, will repair and/or replace said metal panels. In such event, the Installation Contractor agrees to install the repaired or replacement panels and charge Indiana Metal Inc, at a reasonable rate for such installation.
5. Indiana Metal Inc, hereby warrants and agrees that, at any time during the warranty period, in the event that repairs or services of panels are required under the Warranty due solely to manufacturing defects with regard to said panels, Indiana Metal Inc, will repair and/or replace the panels at its sole expense. In such event, the Installation Contractor agrees to install the repaired or replaced panels and charge Indiana Metal Inc, at a reasonable rate for such installation. If the Installation Contractor is the manufacturer of the panels under the Warranty and repairs or services of panels are required solely to manufacturing defects with regard to said panels at any time during the warranty period, then the Installation Contractor hereby warrants and agrees that it will repair and/or replace the panels at its sole expense.
6. In the event a leaking problem is reported by the Owner during the warranty period and in accordance with the terms of the Warranty, the Installation Contractor agrees to inspect and report the cause of the problem to Indiana Metal Inc, at no cost to Indiana Metal Inc. If the problem is found to be caused by other than defects in the metal panels or defective workmanship or improper installation, such as by an act of nature, etc., the Installation Contractor shall provide to the Owner a reasonable cost estimate to waterproof the Roofing System and shall work with the Owner and Indiana Metal Inc, to keep the Owner satisfied regarding the weathertightness of the Roofing System for the remainder of the warranty period.
7. Indiana Metal Inc, expressly excludes any liability or responsibility for the defective fabrication of the metal roofing panels and/or defective workmanship, installation or labor involved with the installation of the roofing system. If at any time during the warranty period the Installation Contractor no longer exists, Indiana Metal Inc, does not assume their portion of liability under this warranty.

THIS WEATHERTIGHT LIMITED WARRANTY SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA AND VENUE FOR ANY DISPUTES SHALL BE IN PUTNAM COUNTY CIRCUIT COURTS.

Executed this: _____ Day of _____, 2025

Indiana Metal Inc 459 East US HWY 36, Bainbridge, IN 46105

By: _____ Title: VP

INSTALLATION CONTRACTOR:

By: _____ Title: _____

Print Name: _____

OWNER:

By: _____ Title: _____

Print Name: _____