

KOP-KLAD PRODUCTS WARRANTY

Owner
Address

Warranty Number
Warranty Term
Effective Date

Building
Address

Roof Specification
Flashing Specification

Roofer
Address

Roofing Squares
Lineal Feet Flashing
Original Kop-Klad Cost

For a period not to exceed the warranty term, commencing from the date of completion indicated above, Koppers Industries, Inc. ("Koppers") warrants to the building owner ("Owner") above that, subject to the terms, conditions and limitations stated herein, Koppers will replace or repair, or have replaced or repaired, defective Koppers Kop-Klad fascia and coping (hereinafter "Kop-Klad metal products") metal products at the above building as more fully outlined below. "Defective Koppers Kop-Klad metal products" means (1) any Kop-Klad metal products properly installed according to Koppers' specifications which are damaged by wind not exceeding 120 mph and (2) damage to the Kynar finish. Koppers' replacement or repair obligations over the life of this warranty are limited to the Owner's original cost of the Kop-Klad metal products, as stated above.

TERMS, CONDITIONS, LIMITATIONS

- Owner shall provide Koppers with written notice within thirty (30) days of the discovery of any defect as defined above.
- This warranty shall not be applicable if, in the sole judgment of Koppers, any of the following shall occur:
 - The Kop-Klad metal products are damaged by wind in excess of one hundred twenty (120) miles per hour (Category 1-hurricane strength), or from flying debris, airborne objects, or natural disasters, including, but not limited to, tornadoes, earthquakes, lightning, or fire.
 - The failure is due to separation of the wood nailer substrate (or other approved attachment member) from the building.
 - The Kop-Klad metal products are damaged by acts of negligence, accidents, misuse or abuse, including, but not limited to, vandalism, civil disobedience, or acts of war.
 - If metal work or other material not furnished by Koppers is used in the Kop-Klad metal products.
- This warranty shall be null and void if, in the sole judgment of Koppers, any of the following shall occur:
 - Installing contractor fails to install the Kop-Klad metal products in strict accordance with Koppers' specifications and printed installation instructions.
 - If, after installation of the Kop-Klad metal products, there are any alterations or repairs made to the system without first obtaining written authorization from Koppers.
 - Failure of the Owner or lessee to use reasonable care in maintaining the Kop-Klad metal products.
 - Owner fails to comply with every term or condition stated herein.
- During the term of this warranty, Koppers, its agents and employees shall have free and reasonable access to the roof and the Kop-Klad metal products during regular business hours.
- Koppers shall have no obligation under this warranty until all bills for installation and supplies have been paid in full to the Koppers installing contractor and to Koppers.
- This warranty supersedes and is in lieu of any and all other expressed warranties regarding the Kop-Klad metal products that are in conflict with the terms and conditions stated herein.
- Call Koppers at 1-800-468-9629 within seventy-two (72) hours of the discovery of a defect. Such notice shall also be given in writing within thirty (30) days to: Koppers Industries, Inc., 436 Seventh Avenue, Pittsburgh, Pennsylvania 15219, Attention: Commercial Roofing Department. Failure to notify Koppers of a defect within the above time frame may, at Koppers' discretion, render this Warranty null and void.
- The original owner named above is covered under this Warranty, and not any tenant, purchaser or successor, without prior written notice to and approval from Koppers. This Warranty may be assigned or transferred to such tenant, purchaser, or successor only if: (1) the above-named Owner provides written notification of any transfer of ownership to Koppers Industries, Inc., 436 Seventh Avenue, Pittsburgh, Pennsylvania 15219, Attention: Commercial Roofing Department within thirty (30) days of such transfer; (2) Koppers is given opportunity to inspect the roof at its discretion; and (3) any repairs required by Koppers are made.
- This Agreement will be governed by the laws of the Commonwealth of Pennsylvania.

THIS WARRANTY SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

KOPPERS' FAILURE AT ANY TIME TO ENFORCE ANY OF THE TERMS OR CONDITIONS STATED HEREIN SHALL NOT BE CONSTRUED TO BE A WAIVER OF SUCH PROVISIONS. THIS WARRANTY INCLUDES THE COMPLETE AND EXCLUSIVE WARRANTY AGREEMENT BETWEEN YOU AND KOPPERS REGARDING THE KOP-KLAD METAL PRODUCTS AND SUPERSEDES ANY AND ALL SUCH PRIOR ORAL OR WRITTEN AGREEMENTS OR REPRESENTATIONS. ANY ACTION FOR BREACH OF THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH BREACH OCCURS OR IS DISCOVERED.

THE REMEDY STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR DEFECTS IN MATERIAL SUPPLIED BY KOPPERS. KOPPERS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, INCLUDING DAMAGE TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER. NO REPRESENTATIVE OF KOPPERS HAS AUTHORITY TO MAKE ANY PROMISES OR REPRESENTATIONS EXCEPT AS STATED HEREIN. THIS WARRANTY IS NEITHER A MAINTENANCE AGREEMENT NOR AN INSURANCE POLICY.

By: _____

Warranty
Coordinator _____