F. DISCLAIMER OF WARRANTIES

This Limited Warranty is in lieu of and excludes all other warranties not expressly set forth herein, expressed or implied by operation of law or otherwise, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. To the extent that any implied warranties may nonetheless exist by operation of law, such warranties are limited to the duration provided by law. Some states do not allow limitations on how long an implied warranty may last, so the above limitations may not apply.

G. LIMITATION OF LIABILITY

ProVia’s sole liability and original owner’s sole remedy under this Limited Warranty is in ProVia’s option the repair or replacement of the product or refund of the purchase price for the product as set forth above. ProVia reserves the right to discontinue or make changes to any of its products. If the products covered by this warranty are not available, ProVia shall have the right to substitute a product that in ProVia’s sole discretion is of equal quality or value. In no event will ProVia be liable for incidental, consequential, indirect, special, or punitive damages including, but not limited to, damage of any kind to a premises, loss of product use, reinstallation, labor, removal, refinishing, temporary or permanent relocation of residents or property, loss of profits/revenue, interest, lost goodwill, work stoppage, impairment of other goods or work, increased operating expenses, emotional distress claims, or claims of third parties for such damages, whether based on contract, warranty, tort or otherwise, even if advised of the possibility of such damages. Some states do not allow the exclusion or limitation of certain types of damages, so the above limitation or exclusion may not apply. This Limited Warranty provides specific legal rights but warranty holder may have other rights which vary from state to state. If this Limited Warranty is deemed to have failed of its essential purpose, in no event will ProVia’s entire liability exceed the purchase price of the product (excluding labor).
A. ORIGINAL OWNER’S LIFETIME LIMITED WARRANTY

ProVia LLC, hereinafter “ProVia”, warrants exclusively to the original purchaser of our Metal Roofing Panels and/or Trims and Flashings (“the Products”) for as long as the original purchaser is living and is the owner of the property to which our Products were applied, subject to the limitations and terms and conditions set forth below, that the ProVia metal roofing panels and/or trims and flashings and that the Products will not have the following manufacturing defects: the Products will not burn or support combustion; will not exhibit rusting, cracking, flaking, peeling (loss of adhesion) or loss of impact resistance or deformation in wind velocities up to 180 miles per hour (as defined by the National Weather Service) when installed in accordance with ProVia’s recommended installation instructions; and will persist resist and leak due to hail damage. For the purpose of this limited warranty, hail damage is defined as penetration of hailstones completely through the panel and/or splits of the panel’s steel substrate around the point of impact, as measured under UL 2218 Class A. A claim under this warranty shall be taken, at ProVia’s option, in connection with this investigation. If your metal roofing panels and/or trims and flashings for defects before repairs are begun. You may be requested to allow photos and/or samples to be taken, at ProVia’s option, in connection with this investigation. If your metal roofing panels and/or trims and flashings contain manufacturing defects covered by this warranty, ProVia will, at its option, repair or replace the metal roofing panels and/or trims and flashings determined to be defective, in accordance with the terms and conditions of this warranty. In lieu of repair or replacement, ProVia reserves the right in its sole discretion to refund the actual purchase price of the products determined to be defective. Labor costs are not included in this Limited Warranty. The owner will be responsible for all labor costs associated with the removal, replacement, installation, reinstallation or repair of any Product. ProVia’s total liability, for a claim under this warranty shall be limited to, and in no event, exceed the total purchase price of the installed product (not including labor costs). The foregoing is ProVia’s sole liability and the owner’s sole remedy for a breach of the Limited Warranty. Repaired or replaced Products are warranted only on the same terms and for the remainder of the applicable time period.

B. REGISTRATION AND TRANSFER

The Warranty Registration information should be submitted to ProVia online at provia.com/warranty within thirty (30) days after completion of the product installation. We encourage you to keep this Limited Warranty and all records relating to payment and installation in a safe place for subsequent service and transfer of ownership.

C. TRANSFER OF WARRANTY

After registration by the original Purchaser, this Limited Warranty automatically transfers one-time only to the first subsequent owner of the Property, without requirement of notification to ProVia as long as documentary proof of purchase can be verified if required.

In the event of a real estate title transfer of the property, the warranty period shall remain in effect for fifty (50) years from the date of installation of the metal roofing panels and/or trims and flashings, excluding the coating, which is warranted for forty (40) years on film integrity and thirty (30) years on chalk and fade.

During the first fifty (50) years after the date of original installation of the products, ProVia will, at its option, repair or replace the metal roofing panels and/or trims and flashings determined to be defective in accordance with the terms and conditions of this warranty at no cost to the transferee owner or, in lieu of repair or replacement, at its discretion, ProVia may refund the actual purchase price of the products determined to be defective. The foregoing is ProVia’s sole liability and the owner’s sole remedy for a breach of the Limited Warranty. Repaired or replaced Products are warranted only on the same terms and for the remainder of the applicable time period.

The warranty period shall not be extended by any repair, replacement, or refund settlements on defective or hail damaged metal roofing panels or trims and flashings.

D. CONDITIONS NOT COVERED BY THIS WARRANTY

This Limited Lifetime Warranty covers only the specified damages arising solely from manufacturing defects in ProVia’s metal roofing panels and/or trims and flashings, installed within the U.S. and Canada, and if any such damages occur under normal use and service when installed to the guidelines set forth at the time of this warranty by the Manufacturer’s Application Instructions.

As an additional condition of coverage, the owner must comply with the maintenance obligations provided in the manufacturer’s Owner’s Manual.

This WARRANTY DOES NOT COVER, AND PROVIA IS NOT LIABLE FOR, CAUSES WHICH INCLUDE BUT ARE NOT LIMITED TO:

- CONDITIONS OR FAILURE OF DAMAGE TO SUCH PRODUCTS RESULTING FROM FAULTY OR IMPROPER INSTALLATION, including, but not limited to the use of improper fasteners, reinstallation of the products, and negligence to remove metal dust or shavings debris, which may result in abrasions or surface rust; deformation of the finished Product, which has suffered cut edges and abrasions or acquired slight imperfections including dents or minute surface cracks that do not materially affect their structural performance or cause leakage; settlement of the structure on which the products are installed or shifting of structural members or adjoining surfaces, failure or deterioration of the structure, including, but not limited to the fires caused by smoking chimneys, conservation insulations, vapor barriers, leakages, damage caused by installation, maintenance, or use of equipment on the roof, such as air conditioners, heating units, solar panel systems, exposed equipment, antennas, pipe covers, line, or leaks or damage to ProVia products from any cause other than inherent manufacturing defects.

This WARRANTY COVERS ONLY FACTORY-PAINTED PRODUCTS AND IS INAPPLICABLE TO FINISHES APPLIED TO THE PRODUCT BY THE HOMEOWNER OR INSTALLER WITHOUT PRIOR WRITTEN AUTHORIZATION FROM PROVIA.

EXCLUSION FOR CERTAIN USES:

This warranty applies to metal roofing panels, trims and flashings applied to motor homes or used in commercial and industrial applications. For product installed in non-residential applications (Non-Residential: where the structure in which the product is installed is not a single family residence occupied by the purchaser, or is owned by a public or private corporation for profit or non-profit, an unincorporated association or other business entity of any type recognized by law, a church, a school, a governmental or public authority), warranty coverage shall be limited to fifty (50) years from the original date of installation of our ProVia metal roofing panels, trims and flashings, excluding the coating, which is warranted for forty (40) years on film integrity, thirty (30) years on chalk and twenty (20) years on fade.

E. CLAIMS AND WARRANTY PROCEDURE

If you feel that your metal roofing panels and/or trims and flashings contain manufacturing defects covered by this warranty, simply write to: ProVia, 1550 County Road 140, Sugarcreek, OH 44681. Attention: Metal Roofing Warranty. Services. Or email cs.roofing@provia.com.

IMPORTANT: ALL CLAIMS UNDER THIS WARRANTY MUST BE REPORTED TO PROVIA WITHIN THIRTY (30) DAYS OF THE DATE THAT THE DEFECT IS FIRST DISCOVERED. CLAIMANT SHOULD DESCRIBE THE DEFECT AND PROVIDE NAME, ADDRESS AND DATE OF INSTALLATION.

ProVia shall be allowed a reasonable opportunity and time to investigate the claim and to inspect the metal roofing panels and/or trims and flashings for defects before repairs are begun. You may be requested to allow photos and/or samples to be taken, at ProVia’s option, in connection with this investigation. If your metal roofing panels and/or trims and flashings contain manufacturing defects covered by this warranty, ProVia will, at its option, repair or replace the metal roofing panels and/or trims and flashings determined to be defective in accordance with the terms of this warranty, or, in lieu of repair or replacement, ProVia may refund the actual purchase price of the products determined to be defective. ProVia may direct and pay for inspection, testing and/or repair by qualified independent contractors, at ProVia’s option. Claims and/or this warranty shall be limited to fifty (50) years from the date of installation of the products, at ProVia’s option, in connection with this investigation. If your metal roofing panels and/or trims and flashings are incompatible with the ProVia metal roofing panels or which are installed in a manner detrimental to the performance of the ProVia metal roofing panels and accessories; damage to any building (interior or exterior) or personal property contained therein; tear-off, removal, or disposal of ProVia or other products; removal or abatement of asbestos; damage caused by installation, maintenance, or use of equipment on the roof, such as air conditioners, heating units, solar panel systems, exposed equipment, antennas, pipe covers, lines, or leaks or damage to ProVia products from any cause other than inherent manufacturing defects.