

# ERIE ROOFING SYSTEM

## ARCHITECTURAL FIBERGLASS LIMITED TRANSFERABLE WARRANTY

### What is covered in this Warranty -

Simply put: every item we install on your roof is included in this warranty!

The Erie Roofing System we install includes premium fiberglass performance shingles, high-performance synthetic underlayment, snow and ice guard, flashings, metal work, vents, trim parts and pieces, ridge vents, extra fasteners. We use double-protection components above all industry standards; we use snow and ice guard on all eaves, valley application, plus extra protection around all penetrations; and starter shingle products, hip & ridge, new metal flashing(s) and drip edge will be installed. Step flashing is installed for sidewalls, front wall, and chimney applications. Counter flashing is installed where applicable. We use extra nails when necessary; never staples and manually seal in cold weather applications. We can offer items for your home and roof that assure balanced air ventilation consisting of both functional intake and exhaust ventilation products when specified. That said, no exterior building product remains in its original condition or appearance forever, therefore there are a few limitations, so please read the remainder of this Warranty closely.

### From the date of installation -

Erie warrants to you, the original property owner, that, subject to the limitations and exclusions discussed below, the Erie Roofing System will be free from manufacturing defects and workmanship that results in water penetration in accordance with the following terms:

- **Premium Protection Period** - For the first Ten-Years (10), Erie will repair or replace any product it determines has a manufacturing defect that results in water penetration at no charge to you for product material and labor.
- **Beyond Premium Protection Period** – For the next Twenty-Years (20), Erie will repair or replace the failing Erie product. We'll provide new product material at no charge to you - and you only pay the labor to fix it.

### Limitations of the Warranty –

Because of natural weathering no exterior building product remains in its original condition or appearance forever, therefore there are a few limitations:

- **Wind Warranty Limitation** - is for "blow-off" of shingles due to wind gusts up to 120 miles per hour for the first ten-years (10). Erie's maximum liability is to provide and install replacement shingles for those shingles lost from the roof due to 'blow-off' or alternatively in its opinion, Erie will manually seal shingles.
- **Algae Resistant Warranty Limitation** - is for its algae resistance shingles that will remain free of obvious discoloration caused by the development of "blue-green algae" on the exposed face of the shingles for a period of the first ten-years (10). In the event the algae resistant shingles fail to meet this coverage, Erie's sole and only liability shall be to pay the reasonable cost of cleaning the affected shingles up to a maximum value of \$20 per square. Mold and mildew are functions of environmental conditions and are not manufacturing defects; and consequently, not covered under this Warranty
- **Low-Slope Membrane Warranty Limitation** - is for a roof membrane used for low-slope applications and covered for the first ten-years (10). If during this time, a manufacturing defect in the roof membrane causes a leak, Erie will repair or replace the roof membrane as necessary to restore it to a watertight condition.

**Events beyond our control -**

The warranty only applies to Erie-installed products and not work done by others. Any work done to the Erie Roofing System by others automatically voids this Warranty. We can't be responsible for any damage or material failure caused by foliage, tree limbs, normal weathering, corrosive effects of salt air and chemical pollutants, high-pressure power washing, normal fading, deterioration of caulking compounds, fire, flood, lightning, high winds (in excess of warranted speed herein), windblown objects, earthquakes, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature, other acts of God, intentional acts, or unreasonable use nor can we warrant that the roof will not experience excessive granule loss or any other cause not a result of a manufacturing defect. If Erie replaces any material under this warranty, we may, in our sole discretion, substitute products to be of comparable quality and price. Other than what's covered by our warranty, you should pursue the cost of replacement or repair of damaged roofing products through your homeowners' insurance.

**What to do if you Need Service -**

If you believe your Erie Roofing System has a covered defect you should promptly notify Erie. After the first-year following installation, there is a nominal trip charge for any service you request. The current trip charge is \$125 and is subject to inflation. To ensure your claim is warranty-based, and not a home maintenance issue, we recommend that you routinely clean the gutters and remove all branches and debris that are in contact with the Erie Roofing System. Home maintenance is always the responsibility of the homeowner. You can contact Erie Service by email - CustomerCare@ErieConstruction.net or by phone to service at 800-684-4628.

**Legal Details and Limitation of Remedies -**

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE EXPRESS WARRANTIES AND REMEDIES PROVIDED BY ERIE. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER EXPRESS OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN OR ORAL. STATE OR PROVINCIAL LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ERIE'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REFUNDING, REFINISHING, COATING, OR REPLACING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS WARRANTY. IN NO EVENT SHALL ERIE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF ERIE'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL ERIE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS AND THE LABOR COSTS RELATING TO THE ORIGINAL INSTALLATION OF SUCH PRODUCTS.

This Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or Erie representatives. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**Transferability**

Your Erie Roofing System is registered upon completion and payment through Erie. You do not have to notify or contact Erie in order to transfer this warranty to the first subsequent owner of your property. Upon transfer, this warranty is then the duration of the Premium Protection Period plus one-year - measured from the original date of installation. This is a valuable provision of your warranty and enhances the value of your property. Erie encourages you to keep this Warranty with your permanent records in a safe place.

**Erie Construction Midwest, Inc. • 3516 Granite Circle, Toledo, Ohio 43617 • 800-536-4200**

Address \_\_\_\_\_ Completion date \_\_\_\_\_