



Limited Lifetime Warranty on Workmanship

Issuer: ERS Installations · 12574 Flagler Center Blvd Suite 101 #1016, Jacksonville, FL 32258,
United States

Beneficiary: Roofing Contractor, as the party hiring ERS Installations

SPECIMEN - NOT AN ISSUED WARRANTY

FLORIDA

WORKMANSHIP ONLY

1. WARRANTY COVERAGE

ERS Installations ("ERS") hereby provides a limited lifetime warranty on the workmanship of labor performed for the installation of roofing systems, effective upon full payment for services rendered. This warranty guarantees that the labor provided by ERS for the installation of the roofing system will be free from defects in workmanship for the lifetime of the original roof installation, subject to the terms, conditions, and exclusions outlined below.

2. TERMS AND CONDITIONS

1. Effective Date: This warranty is effective only upon full payment for the roofing installation services provided by ERS Installations to the Roofing Contractor.
2. Scope of Warranty: This warranty covers solely the workmanship of the labor provided by ERS Installations for the installation of the roofing system. It does not cover materials, products, or components provided by the Roofing Contractor or any third party, nor does it cover any defects or failures not directly attributable to ERS's workmanship.
3. Burden of Proof: The Roofing Contractor bears the burden of proof to demonstrate that any claimed defect or failure in the roofing system is directly attributable to defective workmanship by ERS Installations. ERS reserves the right to inspect the roofing system and evaluate any claims to determine the cause of the alleged defect.
4. Remedy: In the event of a verified defect in workmanship, ERS Installations will, at its sole discretion, repair or redo the defective portion of the installation at no cost to the Roofing Contractor. This is the sole and exclusive remedy under this warranty.
5. Non-Transferable: This warranty is non-transferable and applies only to the Roofing Contractor who directly engaged ERS Installations for the roofing installation services.
6. Notification: Any claims under this warranty must be submitted in writing to ERS Installations at the address above within 30 days of the discovery of the alleged defect. Failure to provide timely notification voids the warranty claim.

3. EXCLUSIONS

This warranty does not cover defects, damage, or failures resulting from:

- Acts of God, including but not limited to storms, hurricanes, tornadoes, floods, lightning, or other natural disasters.
- Improper maintenance or neglect of the roofing system by the Roofing Contractor, homeowner, or any other party.
- Modifications, alterations, or repairs to the roofing system performed by anyone other than ERS Installations.
- Normal wear and tear or deterioration due to environmental conditions or aging of the roofing system.
- Improper installation or defects in materials or components not supplied or installed by ERS Installations.
- Any misuse, abuse, or damage caused by external forces, including but not limited to accidents, vandalism, or structural movement of the building.



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4. LIMITATION OF LIABILITY

ERS Installations shall not be liable for any incidental, consequential, or indirect damages, including but not limited to loss of use, loss of profits, or damage to other property, arising from any defect in workmanship. The total liability of ERS Installations under this warranty is limited to the cost of repairing or redoing the defective workmanship.

5. GOVERNING LAW

This warranty shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Any disputes arising under this warranty shall be resolved in the courts of Duval County, Florida.

6. CONTACT INFORMATION

For warranty claims or inquiries, contact:

ERS Installations
12574 Flagler Center Blvd Suite 101 #1016
Jacksonville, FL 32258
United States

ENTIRE AGREEMENT

This warranty constitutes the entire agreement between ERS Installations and the Roofing Contractor with respect to the workmanship of the roofing installation and supersedes all prior agreements or understandings, whether written or oral.

PROJECT RECORD CARRIED BY THE ISSUED WARRANTY

The fields below are blank on this specimen by design. On an issued warranty they identify the installation actually covered. Nothing in this section varies the terms above.

ROOFING CONTRACTOR

CONTRACT OR JOB NUMBER

INSTALLATION ADDRESS

DATE OF SUBSTANTIAL COMPLETION

DATE OF FULL PAYMENT (EFFECTIVE DATE)

ERS INSTALLATIONS, AUTHORIZED SIGNATURE

This is a specimen of the ERS Installations limited lifetime workmanship warranty. It names no project and no contractor, and it grants no coverage.

The warranty takes effect on a specific installation only upon full payment for the services provided on that installation.

ERS Installations
ersmetals.com

Page 2 of 2