

LIFETIME PURCHASE PROTECTION PROGRAM NON-PRORATED WARRANTY FOR ROOF PAN SYSTEM BY MADDEN MFG.

Madden Mfg. warrants to you, the home owner:

that the Roof Pan System which was installed on

(name) _____
(date installed) _____, located at _____ (city, state, zip code) _____ (lot #) _____

1. For as long as you shall live and own the property described above, we will, at our expense, inspect, test, check, crack, or blister as a direct result of defects solely arising from its manufacture.

Notice of Claims

To procure performance of Madden Manufacturing's obligation under this warranty, you must simply notify Madden Manufacturing of your claim within thirty (30) days after the occurrence of damage covered by this warranty. Your notice must be in writing, mailed by certified mail or delivered to Madden Manufacturing, Warranty Service, P.O. Box 10811, Pompano Beach, Fla. 33061. The notice must: (a) describe the defect claimed to exist, (b) give your name as it appears on this warranty, (c) give the purchase date and the name and address of the contractor who installed the product, and (d) include proof of purchase.

Inspection

Madden Manufacturing shall be given a reasonable opportunity to inspect the alleged defect on the property, or it may require a sample of the installed material sent in, before any repair, refinishing or replacement is begun. Madden Manufacturing or its appointee shall perform its inspection within one hundred twenty (120) days after receiving notice of the claim unless prevented by weather or other causes not under its reasonable control in which case Madden Manufacturing will inspect within a reasonable time.

Settlement

If after inspection it is determined that your claim

is covered by this warranty, Madden Manufacturing shall, at its option, either: (a) repair, (b) refinish or (c) replace those panels found to have the defects warranted against, or pay an amount in cash equivalent to the cost of the remedy elected by Madden Manufacturing based upon Madden Manufacturing's then current lowest costs. Madden Manufacturing reserves the right to discontinue any of its products or make any changes in any of its products during the term of this warranty. If the products covered by this warranty are not available, Madden Manufacturing shall have the right to substitute a product that, in Madden Manufacturing's sole discretion, is of equal quality or value. It is recognized that, in the event of such substitution, a perfect match may not always be possible. Your rights under this warranty shall end when Madden Manufacturing makes a repair, refinishing, replacement or payment under this warranty.

Limitations

Madden Manufacturing cannot be responsible for damages from causes outside of its control. The following are examples of external causes of product failure which are not manufacturer defects and which are not covered by this warranty: (a) Normal weathering: normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored or painted surface to gradually fade, chalk or suffer an accumulation of surface dirt, stains or fungus. The severity of any of these conditions depends upon the geographical location of your home, the cleanliness of the air in your area and many other local influences over which Madden Manufacturing has no control. (b) Damage caused by faulty or improper installation or application of the panel, or settlement, distortion, warping, failure or cracking of the original roof or materials to which panel is applied. (c) Earthquake, hurricane, tornado, cyclone, gale, lightning, fire, acts of God, flood, wind-borne objects, ice, or weather of a catastrophic nature as defined by the United States Weather Bureau; (d) Damage caused by atmospheric pollution,

acid rain, salt spray, and other harmful chemicals, fumes or vapors directly applied to the panel or in the atmosphere.

(3) Lapse of time, vandalism, misuse, physical abuse, riot, insurrection or civil disorder.

(4) Negligence in, or failure to provide, reasonable and necessary maintenance of the panel to prevent an accumulation of surface dirt, chalk, staining, mildew or fungus.

BRIEFLY, WE ASSUME THE RESPONSIBILITY ONLY FOR DAMAGE WHICH ARE CAUSED BY MANUFACTURING DEFECTS IN OUR PRODUCT. MADDEN MANUFACTURING SHALL NOT BE RESPONSIBLE FOR ANY INQUIRIES TO PERSONS OR DAMAGES TO PURCHASERS' PREMISES OR THE CONTENTS THEREIN, NOR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. NO DISTRIBUTOR, DEALER, CONTRACTOR OR APPLICATOR IS AUTHORIZED TO OBLIGATE MADDEN MANUFACTURING IN ANY MANNER EXCEPT TO AUTHENTICATE THE ISSUANCE OF THIS WARRANTY.

Validation and Commencement of Warranty

This warranty shall not be valid or enforceable (a) if it is not registered with Madden Manufacturing within 30 days after completion of installation of the product covered hereby by completing and delivering the registration form attached hereto to Madden Manufacturing, (b) if any statement thereon or any claim for defect shall be false, or (c) if the registration form does not contain your true signature. The registration form shall be mailed to Madden Manufacturing at its address shown hereon.

Documentation of Issuance

In the event of a claim under this warranty, you agree to supply adequate and reasonable proof upon Madden Manufacturing's request that you are the person to whom the warranty was originally issued.

Madden Manufacturing
Warranty Department
P.O. Box 10811
Pompano Beach, Fla. 33061