



SINGLE SOURCE / CUSTOMER AGREEMENT

PROJECT NAME _____

PROJECT LOCATION _____

This agreement contains verbiage that obligates you to insure that the Roofing Installer meets the conditions of the Single Source Warranty Program. This Single Source/Customer Agreement becomes null and void if ACI does not issue a Certificate of Compliance signifying satisfactory completion of the project. If ACI does not issue a Certificate of Compliance to the company accepting this customer agreement, ACI reserves the right to issue its Single Source warranty to whomever ACI deems appropriate. Please read these conditions carefully.

This agreement is entered into by and between ACI Building Systems, LLC (herein-after referred to as "ACI") and _____ (herein-after referred to as "CUSTOMER") for and in consideration of the mutual promises, conditions and covenants set forth herein.

1. Installation of the ACI roofing system will be subject to a minimum of (3) three inspections by competent inspectors selected by ACI that are knowledgeable about the erection and installation of the ACI Roof System.
2. The inspections may result in a list of deficiencies, which must be corrected prior to the issuance of the warranty.
3. CUSTOMER will cause the Roofing Installer to make a reasonable effort to coordinate the inspection times with the ACI inspector.
4. CUSTOMER will cause Roofing Installer to provide access to the roof and all necessary safety equipment required for the inspections.
5. CUSTOMER will cause the Roofing Installer to have an ACI certified Installer on the Job at all times.
6. For roofs that must be field seamed, CUSTOMER will cause the roofing installer to use only ACI supplied seaming equipment.
7. CUSTOMER agrees to purchase ACI's Single Source Warranty from ACI or to reimburse ACI for all expenses related to performing the roof inspections.
8. Failure to comply with items in paragraphs 1, 2, 3, 4, 5 or 6 may result in notification to the General Contractor and or architect of the violation which may result in ACI not issuing the warranty. Under all circumstances, CUSTOMER must pay additional charges if the Roofing Installer's actions cause the ACI Roofing Inspector to incur additional inspections and/or expenses.
9. In the event that the roof inspections fail to disclose erection or installation deficiencies that: (i) allow intrusion of water from the exterior of the ACI Roof System into the building envelope, when exposed to ordinary weather conditions and ordinary wear and usage; and (ii) were not discoverable because the condition was covered-up or hidden by the Roofing Installer before the inspection(s) or resulted from a change in erection or installation procedures after an inspection; or (iii) Roofing Installer's failure to install the roof utilizing only the ACI approved shop details and ACI approved components unless deviations are specifically approved in writing by an officer of the company, then: CUSTOMER shall have responsibility to ACI to correct all erection or installation deficiencies until the ACI Roof System performs in a manner which does not allow intrusion of water from the exterior of the ACI Roof System into the building envelope, for a period of twenty-four (24) continuous months after the Date of Substantial Completion, extended by successive twenty-four (24) month periods from the date of any leaks reported or repaired within the relevant twenty-four (24) month period.
10. **CUSTOMER agrees to ensure the Roofing Installer installs the roof system in accordance with the ACI approved shop drawings regardless of whether or not any of the inspections reveal a conflict between the shop drawings and the "as built" roof construction.**

ACCEPTED

ACCEPTED

Company Name: _____

ACI Building Systems, LLC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Certified Installer: _____

Date of Certification: _____

*Roof System is defined as the ACI furnished roof panels, flashing and related items used to fasten the roof panels and flashing (including roof jack and curb attachments pre-approved in writing by ACI) to the roof structure.



**PLATINUM SERIES
SINGLE SOURCE II
20-YEAR ROOF SYSTEM WARRANTY**

Project Name: _____
Project End Use: _____
Building Owner: _____
Panel Profile: _____

Date of Substantial Completion: _____
Job Number: _____
ACI Customer: _____
Project Location: _____

For a period of twenty (20) years from the Date of Substantial Completion, ACI Building Systems, LLC (ACI Building Systems, LLC) WARRANTS to the Building Owner ("Owner"): that the ACI Building Systems, LLC-furnished roof panels, flashing and related items used to fasten the roof panels and flashing (including roof jack and curb attachments pre-approved. in writing, by ACI Building Systems, LLC) to the roof structure will not allow intrusion of water from the exterior of the Roof System into the building envelope when exposed to ordinary weather conditions and ordinary wear and usage. The Date of Substantial Completion is the date that is certified by the Architect, Owner or Owner Representative that the Roof System is completed and accepted by or on behalf of the Owner.

ACI Building Systems, LLC shall have the SOLE AND EXCLUSIVE obligation for all warranty work commencing on the Date of Substantial Completion and under all circumstances terminating on the twenty (20) year anniversary of the date certified as Substantial Completion of the Roof System. During the period in which ACI Building Systems, LLC has any warranty obligation, ACI Building Systems, LLC shall take appropriate actions necessary to cause the non-performing portions of the Roof System to perform their proper functions.

ACI BUILDING SYSTEMS, LLC LIABILITY

The total liability of ACI Building Systems, LLC, Inc. under this warranty is limited up to, \$ _____, which represents (2) two times the original cost of the ACI Building Systems, LLC, roof system only. ACI Building Systems, LLC, Inc shall have the right to charge to the liability account all reasonable expenses (including but not limited to, investigation expenses) incurred in satisfying the requirements of this warranty.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide ACI Building Systems, LLC with written notice within (30) days of the date of discovery of any leaks in the Roof System. Failure of the Owner to do so shall automatically relieve ACI Building Systems, LLC of any and all responsibility and/or liability under this warranty. If, upon ACI Building Systems, LLC's investigation, ACI Building Systems, LLC determines that the leaks in the roof system are not covered in this warranty, the party requesting ACI Building Systems, LLC's investigation shall be liable for all direct investigation expenses incurred by ACI Building Systems, LLC.
2. ACI Building Systems, LLC shall not have any liability or responsibility if any of the following shall occur:
 - a. An ACI Building Systems, LLC-certified installer was not present at all times during the installation of the Roof System.
 - b. Deterioration is caused by marine (salt water) atmosphere or constant spray from either fresh or salt water.
 - c. Corrosion is caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, Kiln, fertilizer manufacturing, paper plant, aviation fuel or the like or if corrosion is caused by contact of the panels and trim with dissimilar materials such as copper, lead or graphite or water runoff from these materials onto the panels or trim.
 - d. Deterioration is caused by condensation, any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
 - e. Damage is caused by worker(s) (other than ACI Building Systems, LLC's or the roofing contractor's workers) on the roof.
 - f. Failure to correct all deficiencies listed in the ACI Building Systems, LLC inspection reports.
 - g. There were any alterations or additions, including, but not limited to, structures, fixtures or utilities being placed upon or attached to the roof without prior written authorization from ACI Building Systems, LLC.
 - h. There are deficiencies in or water infiltration from other building materials adjacent to or in contact with the Roof System.
 - i. Natural disasters such as hurricanes, earthquakes, extraordinary winds, winds which detach from the facility any part of the building substrate to which the roofing system is attached, lightning, hail, fire, radiation or other acts of God which are normally covered by hazard insurance.
 - j. There are deficiencies of the facility to which the Roof System is attached, such as structure, wall or foundation movement.
 - k. Roof leaks due to ventilators or light-transmitting panels.
 - l. Failure to maintain the Roof System as set forth in the ACI Building Systems, LLC "Roof Owner's Maintenance Manual."
 - m. Roof leaks due to roof jacks, curbs or any other penetration of the Roof System that is not pre-approved, in writing, by ACI Building Systems, LLC.
 - n. Failure to use long-life fasteners in all exposed applications.
3. During the terms of this warranty, ACI Building Systems, LLC, its sales representatives and employees shall have free access... to the roof during regular business hours.

4. This warranty shall not become effective and ACI Building Systems, LLC shall not have any obligation under any warranty until all invoices issued by ACI Building Systems, LLC, ACI Building Systems, LLC's customer and the roofing contractor have been paid in full, in accordance with their terms, without offset, deduction or credit, and all installation deficiencies listed in any ACI Building Systems, LLC inspection report have been corrected and all ACI Building Systems, LLC procedures have been followed.
5. ACI Building Systems, LLC shall not be responsible for any consequential or punitive damages or loss to the building, its contents or other materials.
6. ACI Building Systems, LLC's failure, at any time, to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision or of the right to exercise any right in the future.
7. This warranty is tendered for the sole benefit of the original owner as named below and is not transferable or assignable.
8. **DISCLAIMER:** EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, OR PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY ACI BUILDING SYSTEMS, LLC. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESSED OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ACI BUILDING SYSTEMS, LLC'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE COST OF THE AMOUNT OF THE MATERIALS, EXPRESSLY EXCLUDING LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES. UNDER NO CIRCUMSTANCES SHALL ACI BUILDING SYSTEMS, LLC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOSS OF PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF ACI BUILDING SYSTEMS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACI BUILDING SYSTEMS, LLC WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL ACI BUILDING SYSTEMS, LLC BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIALS OR PRODUCTS WHICH CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE ROOF SYSTEM.
9. **FORCE MAJEURE.** UNDER NO CIRCUMSTANCES SHALL ACI BUILDING SYSTEMS, LLC BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO *FORCE MAJEURE* CONDITIONS INCLUDING, WITHOUT LIMITATION: FIRE, LIGHTNING, STRIKE, EMBARGO, EXPLOSION, POWER SURGE OR FAILURE, ACTS OF GOD, WAR, LABOR OR EMPLOYMENT DISPUTES, CIVIL DISTURBANCE, ACTS OF CIVIL OR MILITARY AUTHORITY, TERRORISM, INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES, ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ACI BUILDING SYSTEMS, LLC'S REASONABLE CONTROL WHETHER OR NOT SIMILAR TO THE FOREGOING.

CONSENT TO JURISDICTION AND VENUE

Any party seeking to enforce claims under this warranty hereby acknowledges and agrees that (I) all matters relating to the validity, performance, interpretation and enforcement of this warranty shall be governed by and construed in accordance with the laws of the State of Mississippi, (II) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation and enforcement hereof must be submitted to a court of competent jurisdiction in Panola County, Mississippi.

WARRANTY ACTIVATION

In order to segregate and maintain for the extended period of time covered by the warranty the records and lot samples necessary to enable ACI Building Systems, LLC to trace the various components manufactured for any defects alleged, ACI Building Systems, LLC requires that the Owner, within (90) days from the date the warranty is signed by ACI Building Systems, LLC, must indicate the desire to be covered hereunder and activate it by a dated execution in the space provided herein and by mailing such executed copy to seller via registered or certified mail, return receipt requested. It is a condition precedent to the filing of a claim under this warranty that buyer prove compliance with this requirement.

Roof Owner

ACI Building Systems, LLC

By: _____
 Title: _____
 Address: _____
 City, State, Zip: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

