



Lifetime, 215 MPH Warranty

Hickman Edge Systems, LLC. warrants that the purchased products made by HES listed below (the "Products") will not blow off or leak in wind conditions up to 215 miles per hour (3 second maximum peak gust speed) for the lifetime of the product, not to exceed the life of the roof membrane on which the product was originally installed, commencing from the date of shipment. Furthermore, HES warrants that the Products are free from defects in material and workmanship according to HES' specifications for five years from date of shipment. The term "free from defects in material and workmanship" does not include waviness present in the flat area of the Products due to inconsistency in the alloys, galvanizing process, light gauge metals, uneven substrates, installation and/or misalignment of support systems over which the Products are applied, which the industry has accepted as being prevalent and normal. Such waviness shall not be the cause for a claim under this or any other warranty.

You must notify HES in writing about any warranty claim within 30 days after you notice a problem. If, after receiving prompt written notice, HES determines that the Products are not as warranted, HES will either (a) refinish the failed Product, (b) replace the failed Product, or (c) refund the purchase price of the failed Product. Decisions as to refinishing, replacing, or refunding will be made solely by HES. In all cases, HES reserves the right to approve and negotiate the contract for such refinishing or replacing. Refinishing of the Product shall be performed by using standard finishing practices and materials, not necessarily replacing the product, at HES's discretion. The remedy under this limited warranty is available only for those Products actually exhibiting a manufacturing defect as set forth above. Any refinished or replaced Product will be warranted only for the remainder of the original warranty period. HES's liability under the terms of this limited warranty will be limited to the direct cost of refinishing or replacing the failed Product or refunding the purchase price of the Product. HES's maximum aggregate liability arising out of or related to this limited warranty shall in no event exceed the original purchase price of the Product.

This limited warranty does not apply where the Products have: (a) been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation (which term includes failure to permit drainage of standing water), improper storage, improper handling, abnormal physical stress (including defects resulting from Products being formed beyond the limits of the surface coating elasticity), abnormal environmental conditions (including corrosive or aggressive atmospheric conditions such as chemical fumes or direct salt spray), failure to remove protective masking, metal dust and shavings, or any use contrary to any instructions issued by HES; (b) been reconstructed, repaired or altered by persons other than HES or its authorized representative; (c) been used with any third-party product, hardware or product that has not been previously approved in writing by HES; or (d) been damaged by other trades or materials substituted for, or used in addition to, the Products. This limited warranty only covers the Products and does not cover any other material obtained from other sources.

THIS LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM HES AND REPRESENTS THE SOLE REMEDY AVAILABLE TO ANY OWNER OF THE PRODUCTS. HES MAKES NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES OR WARRANTIES OF ANY KIND OTHER THAN THAT STATED HEREIN. HES WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, INCLUDING DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, WHETHER ANY CLAIM AGAINST IT IS BASED UPON BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR FOR ANY OTHER CAUSE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This limited warranty may not be changed or modified except in writing, signed by an officer of HES. No one (other than officer of HES) has the authority to assume any additional or other liability or responsibility for HES in connection with the Products except as described in this limited warranty.

Product(s) Warranted:

Building Description:

Registered Owner:

Building Location:

Completion Date:

Architect:

Installer:

HES Job Number:

Job Name:

Authorized Signature for Hickman Edge Systems: _____