



EMS, Inc.  
 13311 Main Road  
 Akron, NY 14001  
 Phone: 716-542-3991  
 Fax: 716-542-3996  
 E-mail: [sales@eriemetal.com](mailto:sales@eriemetal.com)  
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## Joint and Several Warranty Five Year

**PROJECT:** \_\_\_\_\_  
*(Structure's name or identifier or address)*

**SYSTEM:** \_\_\_\_\_  
*(Installed system name or type)*

**EMS PROJECT NO.:** \_\_\_\_\_  
*(EMS job number for reference)*

**EFFECTIVE DATE OF WARRANTY:** \_\_\_\_\_  
*(based on date of completion of installation)*

Applicator and Manufacturer do jointly and severally agree to repair faults in the Joint System installed at subject location herein described for a period of five (5) years, commencing on date of substantial completion of such installation, caused by reasonable wear and tear, faulty materials or faulty workmanship in Joint System installation. This Warranty does not extend to, and neither Applicator nor Manufacturer shall be responsible for faults caused by natural force, abnormal or abusive traffic, accidents, acts of God, inadequate or faulty structural design, structural defects, building alterations, cracks or ruptures in structural base, other causes beyond Applicator's or Manufacturer's control, including movement that is found to exceed that of the Manufacturers published range.

**EXCLUSION OF ALL OTHER WARRANTIES - THIS EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE,** with respect thereto, including but not limited to, any inaccuracy or ambiguity, or any results to be obtained therefrom.

**NOTIFICATION OF REPAIRS -** It is the responsibility of the Owner or his authorized representative to notify Manufacturer and Applicator in writing of the need for any repairs, within thirty (30) days following the earlier of (i) the date the Owner discovered or (ii) the date the Owner, by reasonable inspection, should have discovered, any potential requirement for repairs. The notification shall include the date of the alleged failure, including information as to the specific location and nature of the alleged failure. A representative of the Seller shall be given reasonable opportunity to inspect the alleged failure. Failure to notify the Manufacturer and the Applicator of defects, or having said defects

repaired without notice to Manufacturer and Contractor shall result in rendering this Joint and Several Warranty null and void. All notices, requests, complaints and demands of papers, shall be duly mailed by registered or certified mail, postage prepaid, addressed to the Manufacturer and Applicator.

**REPAIRS -** After providing Manufacturer and Applicator with notice of the need for any repairs, Owner shall promptly arrange for the Applicator, or another contractor authorized by the Manufacturer, to make any and all repairs so as not to allow for further deterioration or propagation of the condition needing such repair. Such repairs will be commenced within a reasonable period of time after receipt of said notice from the Owner, subject to delays of strikes, acts of God, or other causes beyond reasonable control of Applicator, provided Owner has furnished to Applicator releases of liability from building occupants who might be affected by repair operations and has removed at Owner's expense obstructions, additional equipment, or structures installed after the date of the Joint System installation, which would hinder or interfere with repairs being made in a most expedient and least expensive manner. If Applicator and/or Manufacturer conduct repairs which are not their responsibility under the terms of this Joint and Several Warranty, the Owner shall be responsible for the entire cost of such repairs, and Applicator and/or Manufacturer shall be paid all costs incurred plus normal overhead and profit.

Manufacturer's responsibility and obligation under this joint and several warranty shall become effective only upon receipt of full payment by Manufacturer for materials and becomes null and void if anyone not expressly authorized by Manufacturer performs any repairs during the period of this Limited Warranty.



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Repair pursuant to the terms hereof does not extend the duration of this limited warranty or begin a new limited warranty period.

EXCLUSIVE REMEDY / DISCLAIMER OF DAMAGES - OWNER AGREES TO ACCEPT REPAIRS REFERRED TO HEREIN AS OWNER'S SOLE AND EXCLUSIVE REMEDY AND THE LIMIT OF APPLICATOR'S AND MANUFACTURER'S LIABILITY REGARDLESS OF OWNER'S DAMAGES, AND APPLICATOR AND MANUFACTURER DISCLAIM ALL LIABILITY FOR SUCH DAMAGES BEYOND PERFORMANCE OF THE REPAIRS REFERRED HEREIN, INCLUDING DIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES, AND REGARDLESS OF OWNER'S LEGAL THEORY, INCLUDING TORT, CONTRACT OR STRICT LIABILITY, AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE OUT OF OR RESULT FROM FAULTS OR OTHER INSTALLATION FAILURE.

HOUSEKEEPING - Owner will take responsibility to reduce degradation of the material by keeping the surface and surrounding area free of debris which may prove deleterious, by periodic cleaning and maintenance. At a minimum, the maintenance of this structure shall meet the standards set forth by the National Parking Association in the Parking Garage Maintenance Manual (1990) available from NPA, 2000 K Street N.W. Suite 350, Washington, DC 20006.

ALTERATION AND INVALIDATION OF JOINT AND SEVERAL WARRANTY - This Joint and Several

Warranty may not be changed or altered in any way except in writing containing a reference to this Joint and Several Warranty and signed by an officer or principal of the Manufacturer and Owner. If any provision of this Joint and Several Warranty is held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering any other provisions herein contained invalid, inoperative, or unenforceable for any reason whatsoever.

This Joint and Several Warranty is made and entered into in the State of New York, and shall in all respects be interpreted, enforced and governed under the laws of said state.

This Joint and Several Warranty supersedes all prior communications, either written or oral, and all previous agreements, if any, between the parties with respect to the subject matter hereof, and sets forth the complete understanding of the parties with respect thereto. No affirmation by Manufacturer, by words or action, other than as set forth in this Limited Warranty, shall constitute a warranty.

No delay or omission of the part of the Manufacturer in exercising any right or remedy provided herein shall constitute a waiver of such right or remedy on any future occasion. This Joint and Several Warranty is nontransferable and, as such, will be regarded as null and void upon a change in ownership of the facility.



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**MANUFACTURER:** Erie Metal Specialties, Inc.

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**APPROVED APPLICATOR:**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SUPPLIER:** (Where Applicable)

**NAME:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**OWNER:**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

SAMPLE