

20 YEAR LIMITED WARRANTY

ZINC-ALUMINUM ALLOY COATED ROOF PANELS

KIRBY BUILDING SYSTEMS, hereinafter referred to as "Kirby", hereby warrants to the Builder/Contractor named below, hereinafter referred to as "Builder," zinc-aluminum hot-dipped alloy-coated roof panels for a period of twenty (20) years from date of shipment, against rupture, structural failure, or perforation due to normal atmospheric conditions. THE FOREGOING EXPRESS WARRANTY IS SUBJECT TO THE PROVISIONS BELOW. This warranty is only for the benefit of the Owner named below.

KIRBY MAKES NO WARRANTY, NOR EXTENDS ANY GUARANTEE OF PERFORMANCE EITHER EXPRESS OR IMPLIED, BEYOND THAT GIVEN HEREIN, INCLUDING AND WITHOUT LIMITATION, WARRANTIES OF FITNESS AND/OR MERCHANTABILITY. IN NO EVENT SHALL KIRBY BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, OR OTHER LOSS TO THE BUILDING OR ITS CONTENTS OR OTHER MATERIALS, OR ANY LOSS OR PROFITS ARISING THEREFROM.

This warranty shall become valid only when Kirby has received full payment for the materials covered herein, and only when the warranty is signed by both an authorized Kirby representative, and the Builder. The terms of this warranty shall commence at the date of shipment identified on the reverse side. No modifications as to any of the terms and conditions of this warranty shall be valid unless agreed to in writing by Kirby and the Builder. THIS WARRANTY IS FOR THE SOLE BENEFIT OF THE OWNER AND IS NOT TRANSFERABLE OR ASSIGNABLE.

- 1) This warranty is applicable only for locations within the contiguous United States which is not subject to corrosive or aggressive atmospheric conditions. This warranty excludes areas subject to salt water marine atmospheres or to constant spraying of either salt or fresh water. This warranty also excludes areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste or other harmful chemical substances.
- 2) This warranty does not apply to or cover any damage caused by or associated with (a) defects in or failure of any part of the foundation of the building, (b) earthquakes, tornadoes, hurricanes, or other acts of God, explosion, fire, riot, or civil commotion or acts of war, (c) falling objects, scraping, or damage to any part of the warranted material caused by physical blows, (d) hanging or suspension of any weight, in excess of the designated conditions, (e) contact with or exposure to radiation, gases, fumes, chemicals, foreign substances in the atmosphere, abnormal environmental conditions, or corrosive materials, (f) water runoff from lead or copper flashings or areas in contact with lead or copper, (g)

mechanical, chemical or other damages sustained during shipment, storage, erection or after erection, (h) failure to provide a minimum roof slope of 1/4" per foot and to provide for free drainage of water including internal condensation, (i) failure to remove debris from overlaps and other surfaces, (j) damage caused by improper scouring or cleaning procedures, (k) deterioration caused by contact with green or wet lumber, (l) presence of damp insulation or other corrosive materials in contact with or close proximity to the roof panels, (m) use or presence of fasteners not compatible the zinc-aluminum alloy-coated steel panels, (n) area at or within the immediate vicinity of condensate from cooling equipment, (o) roof mounted ventilators, exhausters, vent penetrations, skylights, gutters, valleys, flashing to parapets or to other structures mounted upon or within the roof associated with signs, equipment or other causes, whether supplied by Kirby or not, (p) evidence of abuse from snow or ice removal whether the effort was mechanical or chemical in nature (q) evidence of abuse by servicing or maintaining personnel, (r) evidence of metal shims, shavings, or other metallic debris having remained on the roof to oxidize, (s) evidence of previous repair efforts by unqualified personnel, and/or (t) any alterations or modifications to Kirby materials or any other occurrences beyond the control of Kirby.

- 3) In the event of any defects in the materials covered by this warranty, Owner must notify Kirby in writing within thirty (30) days after the discovery of such defects, or the Owner shall be deemed to have waived any remedy for the breach of this warranty. As a condition precedent to Kirby's liability under this warranty, Owner must present with his written claim to Kirby the original or a copy of the face of this warranty or duly authenticated record so as to enable Kirby to verify this warranty. Owner shall also present Kirby such evidence that establishes any claimed non-conformance or defect was due to a breach of this warranty, and Kirby shall have a reasonable time to verify said non-conformity. Kirby's liability for breach of this warranty shall be limited to the repairing of non-conforming panels or supplying of replacements for non-conforming panels. In the event of a breach, Kirby shall have the sole discretion to determine which of the above methods will be utilized to provide the prorated performance remaining under this warranty.
- 4) This warranty shall be construed and interpreted in accordance with the laws and customs of the State of Tennessee.
- 5) All notices given to Kirby pursuant to this warranty shall be in writing and sent by certified mail, postage prepaid, return receipt requested, as follows: Kirby Building Systems, Att: Field Services Department, P. O. Box 390, Portland, TN 37148

Kirby Project#
Owner Name:
Builder:
Building Location:

Date of Shipment:

ORIGINAL OWNER _____

BUILDER _____

Sales Service Manager

20 yr. ZINC-ALUM