



20 YEAR LIMITED WARRANTY STANDING SEAM ROOF WEATHERTIGHTNESS (LEVEL 2)

The Builder/Contractor identified below, hereinafter referred to as Builder, hereby agrees and KIRBY BUILDING SYSTEMS, LLC, hereinafter referred to as Kirby hereby guarantees the Builder performance, for a term of twenty (20) years, that the Builder will correct any roof leaks identified within the building as described below arising out of or caused by ordinary wear and tear of the elements, SUBJECT TO THE PROVISIONS BELOW. This warranty is only for the benefit of the Owner named below. It is agreed between Kirby and the Builder that the Builder shall at all times be primarily liable for the performance of all obligations to the owner set forth in this warranty and the Builder shall indemnify and hold Kirby harmless from and against any loss, cost or expense incurred by it, which arises out of this warranty.

Liability, as combined to both Kirby and the Builder, under this warranty shall be limited to \$.35 per square foot of standing seam roof covering furnished. NEITHER KIRBY NOR THE BUILDER MAKES ANY 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 THEREIN.

This warranty shall become valid when signed by an authorized Kirby representative, and the Builder, and the terms of this warranty shall commence with the date of final inspection and acceptance identified at the bottom. 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 shall not be enforceable if the building or roof system was not (a) pre-approved for installation by Kirby before erection began, (b) erected in accordance with Kirby's standard documents, (c) within continental North America, (d) new construction furnished principally by Kirby, (e) pre-approved retrofit installation by Kirby, (f) location at which it was first erected.

2) This warranty does not apply to or cover any damage or leakage 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 roof 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, (g) mechanical, chemical or other damages sustained during shipment, storage, erection or after erection, (h) failure to provide free drainage of water including internal condensation, (i) failure to remove debris from all roof 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 materials, (m) use or presence of incompatible fasteners, (n) area at or within the immediate vicinity of condensate from cooling equipment, (o) roof mounted ventilators, exhausters, vent penetrations, skylights, , interior valley gutters, exterior 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 chips, 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 alternations or modifications to Kirby material or any other cause beyond the control of Kirby.

3) In the event of any defects in the roof 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 barred from 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 period of time to verify said non-conformity. Kirby's liability for breach of this warranty shall be limited to the repairing of or replacing the non-conforming roof utilizing such material, methods, and workmanship as should result in providing the prorated performance remaining under this warranty. Kirby shall have the sole discretion to determine which of the above methods will be used to fulfill its obligation.

4) This Warranty shall be valid only after the roof system has been inspected and approved by a Kirby representative. Any deficiencies noted upon inspection must be corrected to the reasonable satisfaction of Kirby, prior to the issuance and effectiveness of this Warranty.

5) This warranty shall be construed and interpreted in accordance with the laws and customs of the State of Tennessee.

6) 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: Quality Services Department, P. O. Box 390, Portland, TN 37148.

KIRBY PROJECT#
DATE OF FINAL INSPECTION AND ACCEPTANCE :

OWNER NAME:

PURCHASER:

ORIGINAL OWNER _____

BUILDER _____

Quality Service _____

20 yr. STANDING SEAM Weathertight Level 2