

NUCOR®

BUILDINGS GROUP

Material Finish Warranty

Purchaser: Builder Name

Owner: End Owner/ Project Name

Address: Address **City:** City **State:** ST

Square Feet of Wall Area: SQ FT.

Panel Type & Color: Panel color/type

Square Feet of Roof Area: SQ FT.

Panel Type & Color: Panel color/type

Job Number: Job #

Effective Date: Effective Date

Seller warrants its products as provided and subject to the limitations and exclusions set forth herein:

1. Galvalume AZ 50 and AZ 55 aluminum-zinc alloy-coated panels will be free of manufacturing defects and are warranted against perforation due to corrosion caused by normal atmospheric exposure, rupture or structural failure, for the stated Warranty Term when panels are used on pitches 1/4:12 and greater or vertical. Embossed substrate is excluded from the material Warranty.
Warranty Term: [25-Years]
2. SP COOL™ (Silicone Modified Polyester - SMP) pre-painted galvanized panels (G-90 Coatings), and SP COOL™ (Silicone Modified Polyester - SMP) pre-painted Galvalume AZ 50 aluminum-zinc alloy-coated panels are warranted for the stated Warranty Term as follows:
 - a. When the panels are used as vertical surfaces:
 - i. the paint will not crack, check or peel;
 - ii. the paint will not chalk in excess of a numerical rating of eight (8) when measured in accordance with the standard procedure specified in ASTM D 4214; and
 - iii. the paint will not fade or change in color in excess of five (5) units of color difference ("NBS Units") when measured in accordance with the standard procedure specified in ASTM D 2244-85, paragraph 6.3.
 - b. When the panels are used as surfaces other than vertical surfaces, the paint will not crack, check or peel.
Warranty Term: [25-Years]
3. PVDF® (PVDF) pre-painted galvanized panels (G-90 Coatings) and pre-painted Galvalume AZ 50 aluminum-zinc alloy-coated panels are warranted as follows:
 - a. When the panels are used on pitches 1/4:12 and greater or vertical exposure.
 - i. PVDF® (PVDF) paint will not peel, crack, check or chip for the above stated Warranty Term.
 - ii. PVDF® (PVDF) paint will not chalk in excess of a numerical rating of nine (9) for vertical surfaces and eight (8) for non-vertical surfaces with slope greater than 1/4:12 when measured in accordance with standard procedure specified in ASTM D 4214, for the above stated Warranty Term.

PVDF® (PVDF) paint will not fade or change color in excess of four (4) units of color difference ("NBS" Units) for vertical surfaces and five (5) units of color difference ("NBS" Units) for non-vertical surfaces with slope greater than 1/4:12 when measured in accordance with standard procedure specified in ASTM D 2244-85, Paragraph 6.3.

Warranty Term: [35-Years]

This Warranty is subject to the following conditions, terms, limitations and exclusions.

1. This Warranty applies only to the above-described products of Seller and does not cover accessories, fixtures, insulation, goods or materials sold by Seller but manufactured by a third-party. This Warranty shall be valid and apply to Seller products only if the products are erected and installed strictly in accordance with Seller's engineering plans and specifications; all applicable erection standards and procedures regularly published by the Metal Building Seller's Association; and current erection manuals or other instructions regularly issued by Seller. Any modification, deviation or variation from any of the foregoing without the prior written consent of an officer Seller will void this Warranty.
2. This Warranty is applicable only to product damage or failure caused by "normal atmospheric exposure," which shall not be construed to include the following conditions:
 - a. Damage or deterioration caused by marine (saltwater) atmospheres, or by constant exposure to either salt or fresh water. As used herein, the term "constant exposure" to water includes without limitation conditions such as standing water caused by inadequate roof drainage or condensation caused by inadequate vapor barrier installed in the building.
 - b. Corrosion, damage or deterioration caused by deposits of or exposure to atmosphere containing corrosive chemicals, ash, or fumes including without limitation those substances and exposures from chemical plants, foundries, steel mills, power generating facilities, oil refineries and fields, plating works, kilns, paper mills, or by fertilizers, animal waste or any similar foreign chemical substances.
 - c. Damage or deterioration caused by corrosive fumes or condensates of harmful substances generated or released inside the building.
 - d. Damage or deterioration due to contact with green or wet lumber.
 - e. If the products are erected in an area that is originally a "normal atmospheric exposure" but the environment subsequently changes to one that is not a "normal" atmosphere (e.g., the construction of a chemical plant nearby) this Warranty will then be void.
 - f. Damage or deterioration caused by water runoff from lead or copper flashings or areas in metallic contact with lead or copper flashings.
 - g. Damage or deterioration caused by condensate runoff from mechanical systems such as HVAC equipment or similar devices containing copper or lead.
 - h. Damage or deterioration caused by or significantly contributed to by (i) improper storage, shipping, or handling of the products prior to erection of the metal building; or (ii) failure or deficiency in the metal substrate to which the finish is applied.
 - i. Damage or deterioration caused by cleaning with abrasive or chemical cleaners.

Any claims caused in whole or in part by any of the foregoing are expressly excluded from this Warranty.

3. During the term of this Warranty the Owner shall perform routine inspections and maintenance in accordance with Seller' Preventative Maintenance Manual in effect at the Effective Date of this Warranty, the provisions and requirements of which are incorporated herein by reference. Owner shall maintain records of maintenance and inspections that shall be made available to Seller and Purchaser upon request. If damage or failure is determined by Seller to be caused by the Owner's failure to perform routine maintenance and inspection to the roof system in accordance with the Preventative Maintenance Manual, or otherwise exercise reasonable care for the protection and maintenance of the roof system, this Warranty will terminate, be void and Seller shall have no liability to Owner under this Warranty. Additionally, if upon investigation it is determined that remedial repairs have been performed inconsistently with Seller's erection plans, specifications and details the Warranty will terminate, be void and Seller shall have no liability to the Owner under this Warranty. Seller reserves the right to inspect the roofing system upon reasonable notice to the owner, and the owner agrees to provide access to the building and roofing system to Seller.
4. This Warranty is limited to products of Seller, which are sold and erected within the contiguous United States of America or Canada and in excess of 1000 ft. from seashore or any other body of saltwater.
5. This Warranty shall not apply to any structural or panel failure attributable to engineering design caused by incorrect, inadequate, or erroneous design information transmitted to Seller by or through the owner, Purchaser or their respective design representatives.

6. In consideration of this Warranty, Owner covenants and agrees that during the term of this Warranty, the Owner shall procure, maintain and keep in force, property, casualty, and liability insurance to protect against all insurable losses, and to the full extent that such insurance is available, waives any and all rights of subrogation, including without limitation, legal, equitable and contractual claims, against Seller for losses covered by such insurance, whether based upon any cause of action, including, but not limited to, tort, contract, warranty or strict liability.
7. This Warranty is intended for the sole benefit of the original Owner named above, and is not transferable or assignable. This Warranty will automatically terminate and become void upon the sale, transfer or conveyance (except to secure debt) of the products or building or property on which the products are erected. There are no other parties or intended beneficiaries to this Warranty. This Warranty constitutes the entire agreement of the parties and may not be modified, amended or supplemented except by written agreement signed by the parties. Any consents, waivers, or approvals required of Seller shall be effective only if in a written instrument signed by a duly authorized officer or representative of Seller.

THE EXCLUSIVE REMEDY, AND SELLER'S SOLE OBLIGATION, FOR ANY FAILURE OF THIS WARRANTY SHALL BE LIMITED, AT SELLER'S OPTION, TO THE REPAIR OR REPLACEMENT OF THE NON-CONFORMING PRODUCTS, OR A REFUND OF THE ORIGINAL PURCHASE PRICE FOR SUCH NON-CONFORMING PRODUCTS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR RELATING TO THE INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS IN QUESTION, NOR ANY LIABILITY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY.

Claims for any defects or breach of this Warranty must be submitted by the owner, or owner's representative, by written notice within the Warranty Term and within thirty (30) days of the occurrence of a failure or breach of this Warranty so that Seller has a reasonable opportunity to inspect the products. Failure to give notice within such time shall invalidate this Warranty. Owner will exercise reasonable diligence in inspection and maintenance of the products in order to mitigate expense involved in repairing, replacing or repainting the products.

This Warranty may not be modified, amended or supplemented except by written agreement signed by an authorized corporate officer of Seller. The respective terms of this Warranty are severable and the invalidity or unenforceability of any provision of this Warranty shall not impair or affect the other provisions, which shall continue in full force and effect.

This Warranty will not be effective and binding on the Seller until (1) payment in full for all of Seller's products and warranties related to the Goods has been received by the Seller; and (2) this Warranty has been signed and accepted by a duly authorized representative of the Seller, Purchaser and Owner, and a fully executed copy of this Warranty has been returned to Seller within ninety (90) days of the Seller's signature date on this Warranty.

This Warranty shall be governed by and construed in accordance with the laws of the State in which Seller's manufacturing facility is located. By accepting this Warranty, Owner and Purchaser each hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts of such State for any litigation that may arise out of or be related to this agreement, and each waives any objection based on *forum non conveniens* or any objection to venue of any such action.



KIRBY BUILDING SYSTEMS, A NUCOR COMPANY

By: _____

Title: _____

Date: _____

[INSERT NAME OF PURCHASER]

By: _____

Title: _____

Date: _____

[INSERT NAME OF OWNER]

By: _____

Title: _____

Date: _____

