



BUILDINGS GROUP

Standard Weathertightness Limited Warranty

Purchaser: Builder Name

Owner: End Owner/ Project Name

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

Square Feet of Roof Area: SQ FT.

Panel Type & Color: Panel Color/Type

Job Number: Job #

Effective Date: Effective Date

Warranty Term:

Expiration Date: Expiration Date

Roof Curbs Included: Yes/No

Decktites Curbs Included: Yes/No

Subject to the conditions, limitations and exclusions described herein, during the above-stated Warranty Term Seller and Purchaser warrant the roof system manufactured by Seller described above shall be free of any roof leaks arising out of or caused by ordinary wear and tear under normal weather and atmospheric conditions. OWNER'S EXCLUSIVE REMEDY, AND SELLER'S AND PURCHASER'S SOLE LIABILITY, FOR ANY CLAIM UNDER THIS WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF ANY NON-CONFORMING ROOF SYSTEM. SUCH WARRANTY OBLIGATIONS ARE EXPRESSLY SUBJECT TO THE FOLLOWING CONDITIONS, LIMITATIONS, AND EXCLUSIONS:

1. This Warranty applies only to repair of leaks attributable to defects in the "roof weathering membrane" (as defined herein) and excludes a warranty of materials from defects in design, composition or fabrication except to the extent that such defects cause leaking. Any claims for any other defects in materials are covered only by Exterior Material and Finish Warranty(s) issued to Owner, if any. The term "roof weathering membrane" includes only roof panels, fasteners, connectors, roof securement components and assemblies, roof flashings, elastic penetration flashings, curbs, skylights, mastic, closures, and sealants as provided by Seller.
2. This Warranty shall not cover roof damage and/or leakage to the extent partially or completely attributable to any of the following:
 - a. Deterioration caused by marine (salt water) atmospheres, regular spray of either salt or fresh water, or constant exposure of either salt or fresh water. As used herein, "constant exposure to water" includes standing water caused by inadequate roof drainage or condensation caused by inadequate vapor barrier installed in the building.
 - b. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizer manufacturing, animal waste, and similar sources of corrosive vapors and gases.
 - c. Deterioration caused by corrosive fumes or condensates of harmful substances generated or released inside the building.
 - d. Leaks caused by interior valley gutters, dead end valleys, exterior gutters, and downspouts.
 - e. Leaks caused by infiltration of water from any items attached to or affixed to the roofing system where the point of infiltration is beyond the outermost connection of the warranted penetration connection, including without limitation ventilation ducts and hoods, HVAC equipment, communications and electrical penetrations, and plumbing vents and piping.
 - f. Leaks caused by improper masonry, improper attachment of flashing to masonry, skylights, flashing, roof curbs, roof panels, improper connection to structures and materials or any other material or product which are not supplied by Seller. Leaks originating at the interface of materials supplied by Seller and materials supplied by others are specifically excluded.
 - g. Damage caused by workmen performing their duties on the roof, or equipment, mechanical systems, or other property placed on or attached to the roof system.

- h. Damage caused by acts of God, falling objects, severe winds, and loads of snow, ice or hail exceeding the specified design loads provided to Seller;
 - i. Any roof penetrations or roof curb that is not properly supported using a roof curb structural support package that allows for proper roof movement.
 - j. Leaks or damage arising from modifications or alterations to the roof system or addition of equipment, signs, structures or utilities upon or attached to the roof system by Owner or any third-party after completion of the roofing system by the Purchaser.
 - k. Deterioration caused by water runoff from lead or copper flashings or areas in metallic contact with lead or copper flashings.
 - l. Deterioration caused by condensate runoff from mechanical systems such as HVAC equipment or similar devices containing copper or lead.
 - m. If panels or other components are installed in a manner that does not permit the water to drain from all roof surfaces.
 - n. Any other cause beyond the control of Seller.
3. This Warranty shall be valid only if the roofing system is erected and installed strictly in accordance with (1) Sellers' engineering plans, specifications and details; (2) all applicable erection standards and procedures regularly published by the Metal Building Seller's Association; and (3) current erection manuals or installation instructions issued by Seller. Any modification of or deviation from Sellers' specified materials, products, or specified erection procedures without the prior written consent of an officer of Seller will void this Warranty, including but not limited to deviations during initial construction, final completion or post completion repair. This Warranty applies only to roof systems erected on structural materials supplied by or expressly approved by Seller. Inspection by Seller shall not be deemed to waive or approve any latent installation deficiencies and errors for which Purchaser shall continue to be responsible for proper installation of the roof system.
4. THE PURCHASER MAY PURCHASE ON-SITE VISUAL INSPECTION(S) OF THE ROOF WEATHERING MEMBRANE FROM THE MANUFACTURER, WHICH INCLUDES A REPORT DOCUMENTING ANY DEFICIENCIES OR VARIATIONS FROM SECTION 3 ABOVE WHEN RECOGNIZED THROUGH VISUAL INSPECTION. **THE PURCHASER SHALL BE SOLELY RESPONSIBLE FOR THE INSTALLATION OF THE ROOFING SYSTEM IN ACCORDANCE WITH SECTION 3 ABOVE AND THE REPAIR OF ANY DEFICIENCIES OR VARIATIONS TO THE ROOFING SYSTEM IN ACCORDANCE SECTION 3 ABOVE.** THE SELLER SHALL HAVE NO LIABILITY FOR REPAIR OR REPLACEMENT IF UPON INVESTIGATION OF A WARRANTY CLAIM THE SELLER REASONABLY DETERMINES THE FAILURE OR CLAIM IS DUE TO IMPROPER ERECTION OR INSTALLATION, MODIFICATION OR DEVIATION FROM PROSCRIBED ERECTION SPECIFICATIONS OR STANDARDS. OWNER ACKNOWLEDGES THAT PURCHASER IS SOLELY RESPONSIBLE FOR ERECTION OF THE ROOF SYSTEM AND WAIVES ANY CLAIMS OR DEMANDS AGAINST SELLER FOR FAILURES OR CLAIMS ARISING FROM IMPROPER ERECTION OR INSTALLATION.
5. This Warranty specifically excludes all claims arising from misuse, damage, or negligence by Owner or any third-party.
6. During the term of this Warranty Owner shall perform routine inspections and maintenance of the roof system in accordance with Seller' Preventative Maintenance Manual in effect at the Effective Date of this Warranty, which is hereby incorporated in its entirety by reference. Owner shall maintain records of maintenance and inspections that shall be made available to Seller and Purchaser upon request. If roof leaks are determined to be caused by any failure to perform such routine inspections and maintenance 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 under this Warranty. Further, 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 under this Warranty. Seller reserves the right to inspect the roofing system upon reasonable notice to Owner, and Owner agrees to provide access to the building and roofing system to Seller.
7. This Warranty shall only apply to Seller's roofing systems which are sold and erected within the contiguous United States of America and Canada.
8. If this Warranty is issued in conjunction with the purchase of Seller's standard building or roofing system components without a designed metal building or roofing system being provided by Seller, this Warranty excludes and will not apply to any leaking or failure caused, in whole or in part, by improper design, specification, selection or coordination of the building system components by Purchaser, or Purchaser's customers, agents, representatives, or design professionals.

WARRANTY RESPONSIBILITY AND PERFORMANCE: Seller and Purchaser shall have no liability under this Warranty unless Owner provides notification of a claim within thirty (30) days from the date of discovery thereof, or the date on which Owner reasonably should have known of such claim. Failure to give such timely notice shall discharge and waive any claim pursuant to this agreement.

Upon receipt of such notice, Seller will examine the roof, or cause it to be examined. If, in the Seller' reasonable judgment, leaking has occurred which is covered by the terms of this Warranty, the Seller and Purchaser will provide replacement material or repair material, including installation and labor, to correct the leaks in accordance with the following provisions of this Warranty:

- a. The Purchaser will provide all labor, services, materials, and supplies to repair or correct leaks at Purchaser's expense during the Purchaser's Warranty Period and any extension thereof, subject to the limitations herein. The "Purchaser's Warranty Period" shall be the first two (2) years from the Effective Date and shall be extended until such time that the roof system has been leak free for a period of (24) consecutive months. The Purchaser shall have the sole responsibility to correct all leaks arising from erection and/or installation deficiencies in the roof weathering membrane for the entire duration of the 20 year warranty period.
- b. For the balance of the Warranty Period following the Purchaser's Warranty Period, the Seller shall provide all labor, services, materials, and supplies to repair or correct leaks not associated with installation or erection deficiencies at the Seller' expense, subject to the limitations herein.

In consideration for this Warranty, Owner covenants and agrees that during the term of this Warranty, Owner shall procure, maintain and keep in force, property, casualty, and liability insurance with carriers and in amounts suitable to protect against all insurable losses, Seller with a waiver of all rights of subrogation against Seller.

The Owner agrees that during the term of this Warranty only the Purchaser shall be responsible for performance of repairs both within Initial Warranty Period and thereafter as to any portions of the roof system which were improperly installed, or as otherwise set forth as the Purchaser's responsibility under the terms of this Limited Warranty.

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 HEREUNDER IN AN AMOUNT EXCEEDING \$0.50 PER SQUARE FOOT OF AFFECTED ROOF AREA, NOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY.

This Warranty is intended for the exclusive benefit of the Owner named above, and is not transferable or assignable to any third party, whether by express assignment or operation of law. This Warranty will automatically terminate and become void upon the sale, transfer or conveyance (except to secure debt) of the roofing system or building or property on which the roofing system is erected. There are no other permitted third-party 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 a duly authorized officer of Seller, Purchaser and Owner. Any consents, waivers, or approvals required of Seller shall be effective only if in a written instrument signed by a duly authorized officer of Seller. No waiver by Seller of any rights hereunder shall be considered a continuing waiver of such rights.

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 roofing system and building 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.



a **NUCOR**® company

KIRBY BUILDING SYSTEMS, A NUCOR COMPANY

By: _____

Title: _____

Date: _____

[INSERT NAME OF PURCHASER]

By: _____

Title: _____

Date: _____

[INSERT NAME OF OWNER]

By: _____

Title: _____

Date: _____

SAMPLE