

NUCOR®

BUILDINGS GROUP

Workmanship 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: 1-Year

Expiration Date: Expiration Date

As used in this agreement, "Goods" shall mean all primary and secondary structural steel building components, bracing, fasteners and connections, wall and roof panels, flashing and accessories manufactured by the applicable division or subsidiary Nucor Corporation's Nucor Buildings Group ("Seller"), delivered for the project described above, and erected within the United States of America or Canada. The liability, rights, obligations and remedies relating to claims arising from non-conforming Goods are governed exclusively by the terms and conditions hereof. The Effective Date shall be the date of delivery of Goods by Seller to Purchaser unless otherwise specified above.

Subject to the conditions, limitations and exclusions described herein, Seller warrants the Goods against defects in materials and fabrication for the Warranty Term defined above. OWNER'S EXCLUSIVE REMEDY, AND SELLER'S SOLE LIABILITY, FOR ANY CLAIM UNDER THIS WARRANTY SHALL BE, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF ANY NON-CONFORMING GOODS. DISMANTLING AND INSTALLATION COSTS ARE EXPRESSLY EXCLUDED. SELLER'S OBLIGATIONS ARE EXPRESSLY SUBJECT TO THE FOLLOWING CONDITIONS, LIMITATIONS, AND EXCLUSIONS:

1. Seller shall have no liability under this Warranty unless Seller is notified in writing of any non-conforming Goods within thirty (30) days from the date of discovery of such non-conforming Goods, or the date on which Owner reasonably should have known of such non-conforming Goods.
2. This Warranty shall not cover or apply to any non-conforming Goods to the extent such nonconformity is partially or completely attributable to any of the following:
 - a. overloading caused by items such as but not limited to cranes, fixtures, equipment, piping or other attachments to the frame or other structural members;
 - b. overloading caused by ice, hail, snow, wind and/or rain exceeding the specified design loads provided to Seller;
 - c. installation of any items such as but not limited to signs, vents, ventilation, machinery, or weight in excess of the design specifications;
 - d. any change, modification, or alteration to any of the Goods; and/or
 - e. any deviation by Owner, Purchaser, any of their agents, employees, representatives, or any third-party from Seller's specified design criteria, erection plans, or specifications.
3. This Warranty shall be valid only if the building is erected promptly after shipment and proper maintenance is conducted in accordance with Seller's Preventive Maintenance Manual, which includes, but is not limited to, removal of excessive loads of snow and ice.
4. Seller shall have no liability related to any Goods which have been subjected to misuse, damage, negligence, or have been moved from their original place of erection, or to any Goods which have not been erected in strict accordance with all applicable erection plans, instructions or specifications provided by Seller or required pursuant to applicable governmental codes, ordinances, statutes or other applicable regulations. Damage, defects or failures due to faulty or improper erection caused by any party is not covered by this Warranty.

5. This Warranty shall not cover or apply to any failure or damage caused by or attributable to abnormal weather conditions, acts of God, falling objects, explosions, fire, civil disturbance, war, external forces or loads, faulty or inadequate foundations or soil bearing capacity, radiation, nuclear events, harmful or corrosive fumes or foreign substances, whether in the atmosphere or otherwise in contact with the Goods, corrosion or floods.

In consideration for this Warranty and as condition to Seller's obligations hereunder, 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, with a waiver of all rights of subrogation against Seller. Upon written request, all Goods replaced by Seller hereunder shall be returned to Seller at its cost.

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.

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 Goods, the building or any property on which the Goods are 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 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.



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