

WEATHERSURE SL3

STANDARD
WEATHER
TIGHTNESS
LIMITED WARRANTY

Contractor:

Owner:

Address:

City:

State:

Square Feet of Roof Area:

Panel Type & Color:

Job Number:

Effective Date:

Warranty Term:

Expiration Date:

Roof Curbs Included:

Decktites Included:

Subject to the provisions of this Warranty, the Manufacturer and the Contractor warrant the Manufacturer's roof system from leaks for the above stated Warranty Term and agree to repair or stop any roof leaks in the building identified above arising under normal weather and atmospheric conditions. The "Effective Date" shall be as set forth above. THIS WARRANTY IS 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 materials defects are covered only by any Exterior Material and Finish Warranty(s) issued to the owner. As used herein, 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 the Manufacturer.
2. This Warranty does not cover roof damage and/or leakage 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 items such as, but not limited to, ventilation ducts and hoods, HVAC equipment, communications and electrical penetrations, and plumbing vents and piping, where the point of infiltration is beyond the outermost connection of the warranted penetration connection.
 - (f) Leaks caused by improper masonry, improper attachment of flashing to masonry or similar improper connection to structures and materials not provided by the Manufacturer. Leaks originating at the interface of materials supplied by the Manufacturer and materials supplied by others are specifically excluded.
 - (g) Leaks caused by skylights, flashing, roof curbs, roof panels, or any other material or product **not** supplied by the Manufacturer. Leaks originating at the interface of materials supplied by the Manufacturer and materials supplied by others are specifically excluded.
 - (h) 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.

- (i) Leaks caused by roof penetrations, openings or attachments not designed or not provided by the Manufacturer. Leaks originating at the interface of materials supplied by the Manufacturer and materials supplied by others are specifically excluded.
 - (j) Damage caused by acts of God, severe winds, and loads of snow, ice or hail exceeding the specified design loads in the purchase order.
 - (k) Any roof penetrations or roof curb that is not properly supported using a roof curb structural support package that allows for proper roof movement.
 - (l) 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 the Owner or other contractor after completion of the roofing system by the Contractor.
 - (m) Deterioration caused by water runoff from lead or copper flashings or areas in metallic contact with lead or copper flashings.
 - (n) Deterioration caused by condensate runoff from mechanical systems such as HVAC equipment or similar devices containing copper or lead.
 - (o) If panels or other components are installed in a manner that does not permit the water to drain from all roof surfaces.
 - (p) Any other cause beyond the control of the Manufacturer.
3. This Warranty shall be valid only if the roofing system is erected and installed strictly in accordance with (1) The Manufacturers' engineering plans, specifications and details; (2) all applicable erection standards and procedures regularly published by the Metal Building Manufacturer's Association; and (3) current erection manuals or installation instructions issued by the Manufacturer. Any modification of or deviation from the Manufacturers' specified materials, products, or specified erection procedures without the prior written consent of an officer of the Manufacturer 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 the Manufacturer. Inspection by Manufacturer shall not be deemed to waive or approve any latent installation deficiencies and errors for which Contractor shall continue to be responsible for proper installation of the roof system.
4. UPON THE CONTRACTOR'S REQUEST, THE MANUFACTURER SHALL MAKE ONE ON SITE VISUAL INSPECTION OF THE ROOF WEATHERING MEMBRANE, AND PROVIDE THE CONTRACTOR A REPORT DOCUMENTING ANY DEFICIENCIES OR VARIATIONS FROM SECTION 3 ABOVE WHEN RECOGNIZED THROUGH VISUAL INSPECTION. **THE CONTRACTOR 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 MANUFACTURER SHALL HAVE NO LIABILITY FOR REPAIR OR REPLACEMENT IF UPON INVESTIGATION OF A WARRANTY CLAIM THE MANUFACTURER 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 CONTRACTOR IS SOLELY RESPONSIBLE FOR ERECTION OF THE ROOF SYSTEM AND WAIVES ANY CLAIMS OR DEMANDS AGAINST MANUFACTURER FOR FAILURES OR CLAIMS ARISING FROM IMPROPER ERECTION OR INSTALLATION.
5. During the term of this Warranty the Owner shall perform routine inspections and maintenance in accordance with the Manufacturer' 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 the Manufacturer and Contractor upon request. If roof leaks are determined 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 the Manufacturer shall have no liability to Owner under this Warranty. Additionally, if upon investigation it is determined that remedial repairs have been performed inconsistent with the Manufacturer's erection plans, specifications and details the Warranty will terminate, be void and Manufacturer shall have no liability to the Owner under this Warranty. The Manufacturer 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 the Manufacturer.
6. This Warranty is limited to products of the Manufacturer, which are sold and erected within the contiguous United States and Canada.
7. If this Warranty is issued in conjunction with the purchase of Manufacturer's standard building or roofing system components without a designed metal building or roofing system being provided by Manufacturer, 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, contractors, or design professionals.

THE MANUFACTURER' LIABILITY UNDER THIS WARRANTY FOR LABOR AND/OR MATERIALS SHALL BE LIMITED TO THE ORIGINAL PURCHASE PRICE OF MATERIALS PLUS REASONABLE INSTALLATION COSTS NOT TO EXCEED THE AGGREGATE AMOUNT OF \$ _____ MAXIMUM LIABILITY UNDER THIS WARRANTY. THE MANUFACTURER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOST RENT, DAMAGE OR LOSS TO THE BUILDING, ITS CONTENTS OR OTHER PROPERTY, EITHER PURSUANT TO THIS AGREEMENT, OR BY REASON OF ANY OTHER CAUSE OR CLAIM, INCLUDING NEGLIGENCE, STRICT LIABILITY, WARRANTY, BREACH OF CONTRACT, OR OTHER CAUSE OF ACTION. IN ALL INSTANCES, THE MANUFACTURER SHALL HAVE THE RIGHT TO APPROVE OR NEGOTIATE ANY CONTRACT FOR REPLACEMENT OR REPAIR.

WARRANTY RESPONSIBILITY AND PERFORMANCE: In the event of the occurrence of leaking within the time periods indicated from the Effective Date, the Manufacturer and Contractor must be notified in writing within thirty (30) days of such occurrence. The Manufacturer will then examine the roof, or cause it to be examined. Failure to give such timely notice shall discharge and waive any claim pursuant to this agreement. If, in the Manufacturer' reasonable judgment, leaking has occurred which is covered by the terms of this Warranty, the Manufacturer and Contractor 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 Contractor will provide all labor, services, materials, and supplies to repair or correct leaks at Contractor's expense during the Initial Warranty Period and any extension of the Initial Warranty Period. The Initial 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 Contractor 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) After the Initial Warranty Period, the Manufacturer shall provide all labor, services, materials, and supplies to repair or correct leaks not associated with installation or erection deficiencies at the Manufacturer' expense, subject to the limitations herein.

The 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 the Manufacturer for losses covered by such insurance, whether based upon any cause of action, including, but not limited to, tort, contract, warranty or strict liability.

The Owner agrees that during the term of this Warranty only the Contractor 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 Contractor's responsibility under the terms of this Limited Warranty.

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 the Manufacturer shall be effective only if in a written instrument signed by a duly authorized representative of the manufacturer.

This Warranty will not be effective and binding on the Manufacturer until (1) payment in full for the products has been received by the Manufacturer; (2) the Warranty has been signed by a duly authorized representative of the Manufacturer; (3) the Warranty has been signed by the Contractor and (4) a copy of this Warranty has been accepted and signed by the owner and returned to the Manufacturer within ninety (90) days of the Manufacturer's signature date on this warranty.

This Warranty shall be governed by and construed in accordance with the laws of the State of Alabama.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE MANUFACTURER AND CONTRACTOR MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR DOES THE MANUFACTURER OR CONTRACTOR MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, COPYRIGHTS OR TRADEMARKS WITH RESPECT TO THE MATERIALS.

THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM DEFECTIVE GOODS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF.

AMERICAN BUILDINGS COMPANY
A NUCOR Company

Architectural Metal Systems
A Division of American Buildings Company

By: _____
Its: _____
Date: _____

Contractor: _____
By: _____
Its: _____
Date: _____

Owner: _____
By: _____
Its: _____
Date: _____