



25 YEAR LIMITED WARRANTY SILICONE-POLYESTER- ROOF & WALL KIRBY- COOL PAINT SYSTEM

KIRBY BUILDING SYSTEMS, hereinafter referred to as Kirby hereby warrants to the Builder/Contractor named below, hereinafter referred to as Builder Silicone Polyester – KIRBY-COOL color coated panels for a period of twenty-five (25) years from date of shipment, against chipping, peeling, blistering, or excessive fading and chalking. THE FOREGOING EXPRESS WARRANTY IS SUBJECT TO THE FOLLOWING PROVISION:

KIRBY MAKES NO 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 THEREFROM.

This warranty shall become valid only when Kirby has received full payment for the materials covered herein, and only when the warranty is signed by both an authorized Kirby representative, and the Builder. The terms of this warranty shall commence at the date of shipment identified on the reverse side. 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 applicable only for locations within the contiguous United States which is not subject to corrosive or aggressive atmospheric conditions. This warranty excludes locations in the vicinity of or traceable to tide water's or discharges of harmful chemical substances and will not be applicable to damage caused by corrosive or aggressive atmospheres such as those contaminated with chemical fumes or salt spray or atmospheres containing abnormal or excessive quantities of chemicals, salts, sand or dirt particles.

2) This warranty does not apply to or cover any damage 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 material 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 flashings or areas in contact with 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 overlaps and other 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, (m) panel contact with fasteners, (n) area at or within the immediate vicinity of condensate from cooling equipment, (o) any alternations or modifications to Kirby materials (p) negligence and/or (q) any other occurrences beyond Kirby's control.

3.)Warranty coverage as to excessive chalking on all colors is limited to chalking in excess of 8 units as set forth in ASTM D4214-98. The measurement of chalking shall be made by using the Gardner Laboratory, Jacobson Chalk Tester on a 7/8" Round Model. Fading of all colors including white, must be in excess of 5 NBS Hunter Units. Color measurements shall be as set forth in ASTM D2244-02, paragraph 6.2.2 CIEL*a*b*,10° after proper cleaning of the surface, per ASTM D-3964-80 (1989). This Warranty does not apply to color defects which are not reasonable noticeable at a distance of five (5) feet or to hairline crazing. This warranty does not apply to the interior or reverse side finish.

4) In the event of any defects in the materials 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 deemed to have waived 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 time to verify said non-conformity. Kirby's liability for breach of this warranty shall be limited to the repainting of non-conforming panels or the supplying of replacements for non-conforming panels. In the event of a breach, Kirby shall have the sole discretion to determine which of the above methods will be utilized to provide the prorated performance remaining under 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: Field Services Department, P. O. Box 390, Portland, TN 37148

KIRBY PROJECT#
KIRBY PROJECT NAME
PURCHASER

DATE OF SHIPMENT:

ORIGINAL OWNER _____

BUILDER _____

Sales Service Manager _____

25 yr. SILC.



ONE YEAR BUILDING WARRANTY

CERTIFIED DESIGN

Kirby Building Systems certifies that its buildings are designed under the supervision of registered engineers with the aid of state-of-the-art computer systems and in observance of the design criteria of the Metal Building Manufacturers Association, the American Institute of Steel Construction, and the American Iron and Steel Institute. Kirby certifies that this building is designed to the loads specified to Kirby on the Order Document in general compliance with the specified building code. Selection of loads is the responsibility of the buyer. The Kirby Project Engineer is not the Engineer of Record for the project and cannot be construed as such. Complete structural calculations are available upon request.

QUALITY CONTROLLED PRODUCTION

Kirby Building Systems certifies each building to be made of prime quality materials under qualified supervision using accepted quality control practices. Welding is done by welders tested for competence using American Welding Society tests. All purchased components must meet high standards. These standards and specifications are available upon request.

GUARANTEED DURABILITY

Kirby Building Systems certifies to its Purchaser and to the original owner that all material and/or accessories are warranted for a period of one year after delivery against failures caused by faulty or substandard material or accessories.

THIS WARRANTY DOES NOT COVER

1. Defects in or failure of the foundation;
2. Earthquakes, tornadoes, or other Acts of God;
3. Explosion, fire, riots, or acts of war;
4. Falling objects, scraping, walking, or jumping on roof;
5. Bumping, scraping, ramming, or otherwise abusing walls;
6. Hanging of any weight in excess of designed conditions;
7. Radiation, noxious fumes, or foreign substances in atmosphere or inside the building which may be harmful to the material;
8. Moving the building from its original location;
9. Any signs, structures, vents, stacks, gutters, flashing, skylights, or machinery installed on the building by others;
10. Any damage to the building caused by others, including but not limited to damage to the building by other crafts, contractors and sub-contractors;
11. Damage caused by improper storage or installation procedures;
12. Loading conditions in excess of those specified on the Order Document;
13. Water, light, or air infiltration into the building proper due to improper installation;
14. Defects caused by unauthorized modifications or improper techniques made by any party to any component within the building.

Kirby Building Systems makes no guarantees or warranties, either express or implied beyond the fact hereof and shall have no liability with respect thereto. Kirby Building Systems shall not be responsible for any consequential damage to the building, its contents, or other material. All claims for corrective field labor must be pre-approved and submitted in writing prior to corrective work. All other Warranties including Warranties of Merchantability and fitness for purpose, express, or implied, by operation of law or otherwise, are excluded. In any event, Kirby's liability is limited to the terms listed here and/or on the standard warranties on file with Kirby.

Kirby shall not have any obligation under any warranty or guarantee until all bills for material, installation and erection of said building and component thereof and labor and other work performed by the Purchaser have been paid in full by the Owner.

Builder has certified that Kirby panels were stored and installed in accordance with Kirby instructions. In the event Panels were not stored and installed in accordance with Kirby instructions, the Builder and/or those responsible for installation assume all liabilities to the Owner.

KIRBY PROJECT#
KIRBY PROJECT NAME
PURCHASER

DATE OF SHIPMENT:

ORIGINAL OWNER _____

Sales Service Manager _____



20 YEAR LIMITED WARRANTY ZINC-ALUMINUM ALLOY COATED ROOF PANELS

KIRBY BUILDING SYSTEMS, hereinafter referred to as "Kirby", hereby warrants to the Builder/Contractor named below, hereinafter referred to as "Builder," zinc-aluminum hot-dipped alloy-coated roof panels for a period of twenty (20) years from date of shipment, against rupture, structural failure, or perforation due to normal atmospheric conditions. THE FOREGOING EXPRESS WARRANTY IS SUBJECT TO THE PROVISIONS BELOW. This warranty is only for the benefit of the Owner named below.

KIRBY MAKES NO 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 THEREFROM.

This warranty shall become valid only when Kirby has received full payment for the materials covered herein, and only when the warranty is signed by both an authorized Kirby representative, and the Builder. The terms of this warranty shall commence at the date of shipment identified on the reverse side. 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 applicable only for locations within the contiguous United States which is not subject to corrosive or aggressive atmospheric conditions. This warranty excludes areas subject to salt water marine atmospheres or to constant spraying of either salt or fresh water. This warranty also excludes areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste or other harmful chemical substances..

2) This warranty does not apply to or cover any damage 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 material 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 flashings or areas in contact with lead or copper, (g)

mechanical, chemical or other damages sustained during shipment, storage, erection or after erection, (h) failure to provide a minimum roof slope of 1/4" per foot and to provide for free drainage of water including internal condensation, (i) failure to remove debris from overlaps and other 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 panels, (m) use or presence of fasteners not compatible the zinc-aluminum alloy-coated steel panels, (n) area at or within the immediate vicinity of condensate from cooling equipment, (o) roof mounted ventilators, exhausters, vent penetrations, skylights, gutters, valleys, flashings 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 shims, 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 alterations or modifications to Kirby materials or any other occurrences beyond the control of Kirby.

3) In the event of any defects in the materials 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 deemed to have waived 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 time to verify said non-conformity. Kirby's liability for breach of this warranty shall be limited to the repairing of non-conforming panels or supplying of replacements for non-conforming panels.. In the event of a breach, Kirby shall have the sole discretion to determine which of the above methods will be utilized to provide the prorated performance remaining under this warranty.

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

5) 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: Field Services Department, P. O. Box 390, Portland, TN 37148

KIRBY PROJECT#
KIRBY PROJECT NAME
PURCHASER

DATE OF SHIPMENT:

ORIGINAL OWNER _____

BUILDER _____

Sales Service Manager _____

20 YEAR LIMITED WARRANTY

STANDING SEAM ROOF WEATHERTIGHTNESS (LEVEL 1)

The Builder/Contractor identified below, hereinafter referred to as Builder, hereby agrees and KIRBY BUILDING SYSTEMS, INC., 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. This warranty is available and applicable only for roof systems covering 20,000 square feet or less.

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 at the date of shipment identified on 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 alterations 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) KIRBY SHALL MAKE NO ON SITE INSPECTIONS OF THE ROOF SYSTEM. **THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CORRECT INSTALLATION AND INSPECTION OF THE ROOFING SYSTEM IN ACCORDANCE WITH ALL APPLICABLE STANDARDS AS IDENTIFIED ABOVE.** KIRBY SHALL HAVE NO LIABILITY FOR REPAIR OR REPLACEMENT, IF UPON INVESTIGATION OF A WARRANTY CLAIM KIRBY REASONABLY DETERMINES THE SYSTEM FAILURE IS DUE TO IMPROPER INSTALLATION, MODIFICATION OR ANY CAUSES BEYOND KIRBY'S CONTROL.

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, Attn: Field Services Department, P. O. Box 390, Portland, TN 37148.

Kirby Project#

Owner Name:

Builder:

Building Location:

ORIGINAL OWNER _____

BUILDER _____

Sales Service Manager _____

Date of Shipment:



A NUCOR Company

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, INC., 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: Field Services Department, P. O. Box 390, Portland, TN 37148.

Kirby Project# _____ **Date of Final Inspection and Acceptance :** _____

Owner Name: _____

Builder: _____

Building Location: _____

ORIGINAL OWNER _____

BUILDER _____

Sales Service Manager _____

20 yr. STANDING SEAM Weathertight Level 2



PREMIUM WEATHERTIGHTNESS WARRANTY (Level 3)

Contractor:

Owner:

Address:

City:

State:

Square Feet of Roof Area:

Panel Type & Color:

Job Number:

Effective Date:

Warranty Term: 20 YEARS

Expiration Date:

Roof Curbs Included:

Decktites Included:

Subject to the provisions of this Warranty, the Manufacturer and the Contractor warrant the workmanship of the undersigned Contractor's roof system for the above stated Warranty Term and agree to repair or stop any roof leaks in the building identified above arising out of or caused by ordinary wear and tear 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 surface.
- (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 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.
4. This Warranty shall be valid only after the roof system has been (i) inspected and (ii) approved by a Third Party Independent Roof Consultant designated by the Manufacturer. The Manufacturer shall retain the right to waive third party inspection and request the Manufacturer's inspection. The Independent Roof Consultant must be registered and certified by the Roof Consultants Institute. Any deficiencies noted upon inspection must be corrected to the reasonable satisfaction of the Manufacturer prior to the issuance and effectiveness of this Warranty. The Manufacturer shall not be responsible pursuant to this agreement for any leaks occurring prior to the inspection and approval of the roofing system.
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 inconsistently 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 of America.
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 AMOUNT OF \$ 5.00 PER SQUARE FOOT MAXIMUM LIABILITY UNDER THIS WARRANTY. THE MANUFACTURER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY 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's 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.
- (b) After the Initial Warranty Period, the Manufacturer shall provide all labor, services, materials, and supplies to repair or correct leaks at the Manufacturer' expense, subject to the limitations herein.

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.

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 officer or 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 an officer 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 Effective Date of this warranty.

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

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.

SAMPLE

**KIRBY BUILDING SYSTEMS
A NUCOR COMPANY**

By: _____

Paul Maddox

Its: Manager, Customer Service

Date: _____

Contractor: _____

Owner: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



PREMIUM NDL WARRANTY WEATHERTIGHTNESS (LEVEL 4)

Contractor:

Owner:

Address:

City:

State:

Square Feet of Roof Area:

Panel Type & Color:

Job Number:

Effective Date:

Warranty Term: 20-Years

Expiration Date:

Subject to the provisions of this Warranty, the Manufacturer and the Contractor warrant the workmanship of the undersigned Contractor's roof system for the above stated Warranty Term and agree to repair or stop any roof leaks in the building identified above arising out of or caused by ordinary wear and tear under normal weather and atmospheric conditions. The "Effective Date" shall be the date that the Manufacturer signs this Warranty. THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS, LIMITATIONS AND EXCLUSIONS.

3. 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.
4. This Warranty does not cover roof damage and/or leakage attributable to any of the following:
 - (q) 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.
 - (r) 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.
 - (s) Deterioration caused by corrosive fumes or condensates of harmful substances generated or released inside the building.
 - (t) Leaks caused by interior valley gutters, dead end valleys, exterior gutters, and downspouts.
 - (u) 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.
 - (v) 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.
 - (w) 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.
 - (x) 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.
 - (y) Leaks caused by roof penetrations, openings or attachments not designed or not provided by the Manufacturer.
 - (z) Damage caused by acts of God, severe winds, and loads of snow, ice or hail exceeding the specified design loads in the purchase order.
 - (aa) Any roof penetrations or roof curb that is not properly supported using a roof curb structural support package that allows for proper roof movement. Leaks originating at the interface of materials supplied by the Manufacturer and materials supplied by others are specifically excluded.
 - (bb) 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.
 - (cc) Deterioration caused by water runoff from lead or copper flashings or areas in metallic contact with lead or copper flashings.
 - (dd) Deterioration caused by condensate runoff from mechanical systems such as HVAC equipment or similar devices containing copper or lead.

(ee) If panels or other components are installed in a manner that does not permit the water to drain from all roof surface.
(ff) 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.
4. This Warranty shall be valid only after the roof system has been (i) inspected no less than three (3) times in accordance with Manufacturer's then current Policy Manual and (ii) approved by a Third Party Independent Roof Consultant designated by the Manufacturer, or a Manufacturer's authorized representative. The Manufacturer shall retain the right to waive third party inspection and request the Manufacturer's inspection. The Independent Roof Consultant must be registered and certified by the Roof Consultants Institute. Any deficiencies noted upon inspection must be corrected to the reasonable satisfaction of the Manufacturer prior to the issuance and effectiveness of this Warranty. The Manufacturer shall not be responsible pursuant to this agreement for any leaks occurring prior to the inspection and approval of the roofing system.
5. During the term of this Warranty the Owner shall perform routine inspections and maintenance in accordance with the Manufacturer's 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.
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 SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY 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's 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:

- (c) 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.
- (d) After the Initial Warranty Period, the Manufacturer shall provide all labor, services, materials, and supplies to repair or correct leaks at the Manufacturer's expense, subject to the limitations herein.

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.

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 officer or 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 an officer of the Manufacturer; and (3) a copy of this Warranty has been accepted and signed by the owner and returned to the Manufacturer within ninety (90) days of the Effective Date of this warranty.

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

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.

SAMPLE

**KIRBY BUILDING SYSTEMS
A NUCOR COMPANY**

By: _____
Paul Maddox

Its: **Manager, Customer Services**

Date: _____

Contractor: _____

Owner: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



35 YEAR MATERIAL WARRANTY ROOF AND WALL KIRBY-COOL

Materials Warranty. Kirby warrants that, for a period of one (1) year from the Date of delivery of materials to the Builder, Kirby products shall be free from defects in materials and defects in fabrication of the building components. Kirby shall, as the exclusive remedy under this Warranty, either repair or replace, at Kirby's election and expense, any defective materials, the failure of which is covered by this Warranty. As used in the this agreement, "materials" is defined as all primary and secondary structural steel building components, bracing, fasteners and connections, wall and roof panels, flashing and accessories provided by Kirby.

Panel Warranty. Kirby Cool(70% Kynar 500) pre-painted galvanized panels (G-90 Coatings) and pre-painted aluminum-zinc alloy-coated panels are warranted as follows: The coated surface must be a roof on which no standing water accumulates, or a vertical exposure.

a) Kirby Cool (70% Kynar 500) paint will not peel, crack, check or chip for a period of thirty-five (35) years from the Effective date.

b) Kirby Cool (70% Kynar 500) paint will not chalk in excess of a numerical rating of Nine (9) for vertical surfaces and eight (8) for non-vertical surfaces when measured in accordance with the standard procedure specified in ASTM D 659-80 for a period of thirty-five (35) years from the Effective Date. c) Kirby Cool (70% Kynar 500) paint will not fade or change in color in excess of four (4) E units of color difference ("NBS Units") for vertical surfaces and Five (5) E NBS Units for non-vertical surfaces when measured in accordance with the standard procedure specified in ASTM D 2244-85, Paragraph 6.3, for a period of thirty-five (35) years from the Effective Date.

Limitations. This Warranty is subject to the following conditions, terms, limitation and exclusions. a) This Warranty applies only to the above-described materials of Kirby and does not cover accessories, fixtures, insulation, goods or any materials not manufactured but sold by Kirby. This Warranty shall be valid and apply to Kirby's materials only if the materials are erected and installed strictly in accordance with (1) Kirby's engineering plans and specifications and details; (2) all applicable erection standards and procedures regularly published by the Metal Building Manufacturer's Association; and (3) current erection manuals issued by Kirby. Any modification or deviation from Kirby's specified materials, products, or specified erection procedures without the prior written consent of an officer of Kirby will void this Warranty. b) This Warranty is applicable only to rust or corrosion damage caused by "normal atmospheric exposure" which shall not include the following conditions which are specifically excluded from this Warranty:

1. Deterioration caused by marine (salt water) atmospheres, regular spray of either salt or fresh water or by constant exposure to 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.
 2. 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 or similar sources of corrosive vapors and gases.
 3. Deterioration caused by corrosive fumes or condensates of harmful substances generated or released inside the building.
 4. Damage due to contact with green or wet lumber.
 5. If the materials are erected in an area which 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.
- c) This Warranty is limited to materials of Kirby, which are sold and erected within the United States of America and Canada. d) This Warranty shall not apply to any structural failure or damage attributable to (1) engineering design caused by incorrect, inadequate, or erroneous design information transmitted to Kirby by or through the owner, contractor, builder or their respective design

representative; or (2) acts of God, loads of snow, ice, or wind exceeding the specified design loads in the purchase order, or any other form of casualty loss arising from such risks; or (3) negligent, defective, or improper erection of the structure, it's foundation, or additional loads placed on the structure by others not specified to Kirby in the purchase order agreement. e) This Warranty is limited to the original owner of the building and is not transferable or assignable. This Warranty will automatically terminate upon the sale, transfer or conveyance (except to secure debt) of the building. f) Claims for any defects or breach of this Warranty must be submitted by the owner, or owner's representative, by written notice within thirty (30) days of the discovery of the defect, or the date that the defect reasonably should have been known. Owner will exercise reasonable diligence in inspection and maintenance of the materials in order to mitigate expense involved in repairing, replacing or repainting the materials. g) During the term of this Warranty the Owner shall perform routine inspections and maintenance on an annual basis regardless of installation location. If the panels are on a surface located less than 1000 feet from the seashore, (salt water) maintenance will be performed by the building's owner, and must be thoroughly washed with potable water annually. Failure to comply with and maintain proper records of the annual inspection and maintenance procedure will void this Warranty coverage in its entirety. Kirby reserves the right to inspect the building upon reasonable notice to the owner. h) Kirby's responsibility and liability pursuant to this Warranty is expressly limited to the replacement, repair or repainting of the defective materials at Kirby's option and in no event will such liability in the case of panel defects exceed the original purchase price of the material. Any expense of labor, installation, or removal will not be included in this Warranty. i) IN CONSIDERATION OF THE SALE OF THE MATERIALS AND THIS WARRANTY, KIRBY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL DAMAGES, including, but not limited to, lost profits, lost rents, damage to inventory, contents or other property, expenses, loss to the building or loss of use thereof, either in contract, tort (including negligence), strict liability, contract, breach of warranty or for any other cause arising out of any failure of the materials. j) Owner covenants and agrees that during the term of the 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 Kirby for losses covered by such insurance, whether based upon any cause of action, including, but not limited to, tort, contract, warranty or strict liability. k) This Warranty will not be effective and binding on Kirby until (1) payment in full for the materials has been received by Kirby; (2) the Warranty has been signed by an officer of Kirby; and (3) a copy of this Warranty has been signed by the owner and returned to Kirby. The Effective Date of this Warranty is defined as the date of delivery of the materials from Kirby unless a later date is specified above as the "Effective Date". l) This Warranty constitutes the entire agreement among the parties and is for the sole benefit of the original owner named above. There are no other parties or intended beneficiaries to this Warranty. This Warranty may not be modified, amended or supplemented except by written agreement signed by an authorized officer of Kirby. m) Except as expressly provided in this Warranty, Kirby makes no representations or warranties of any kind with respect to the materials covered hereby, including, without limitation, warranties of merchantability of fitness for a particular purpose, and does not make any warranty or assume any obligation with respect to the validity of any patents, copyrights or trademarks with respect to the materials. n) This Warranty shall be governed by and construed in accordance with the laws of the State of Tennessee.

KIRBY PROJECT#
KIRBY PROJECT NAME
PURCHASER

DATE OF SHIPMENT:

ORIGINAL OWNER _____

BUILDER _____

Sales Service Manager _____