



## **BUILDING WARRANTY**

**CBC Steel Buildings**, hereinafter called CBC warrants the building material furnished by CBC for the building described herein to be free from defects in material or workmanship on the shipment date. CBC will correct by repair or by furnishing replacement materials for any such defect reported to CBC within one (1) year from the shipment date. The obligations of CBC under this warranty shall not arise unless CBC is notified and this warranty is presented together with a written statement specifying the claim of failure within thirty (30) days after a failure is first called to the attention of the owner and not later than the expiration of the applicable warranty period. CBC shall determine whether correction of the defect or failure shall be by repair or by furnishing replacement materials. CBC's liability shall not arise unless the correction is made under the supervision of or with written approval of CBC. The obligations of CBC extend only to the original owner. This warranty may not be made the subject of any assignment or transfer by such owner or builder without the written consent of CBC.

### **THIS WARRANTY IS LIMITED TO THE FOLLOWING CONDITIONS**

- 1) This warranty will apply to all products supplied except those specifically excluded in writing.
- 2) This warranty will not extend to cover damage from improper storage prior to installation, acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war or any other such similar or dissimilar occurrences beyond CBC's control, failure of any part of the foundation, hanging of weight in excess of the designated loads, gases, fumes, animal wastes, soil, fertilizer, salt, insecticide sprays, chemicals, foreign substances in the atmosphere, water run-off from lead or copper flashings, mechanical or other damages sustained during or after erection, failure to remove debris from overlaps and other surfaces or any alterations or other modifications to CBC materials.
- 3) In no event shall CBC's liability under this warranty exceed the value of the defective parts manufactured by CBC; nor shall CBC be responsible or liable for the cost of labor expended by others or for any special, indirect or consequential damages for loss to the building, its contents or materials.
- 4) This warranty shall be construed and interpreted according to the laws and customs of the State of California.
- 5) In the event of any defects in the materials covered by this warranty, purchaser must notify CBC in writing within thirty (30) days after the discovery of such defects, or the purchaser will be barred from any remedy for the breach of this warranty. CBC's liability for breach of this warranty shall be limited to repairing, repainting, or replacing the nonconforming panels utilizing such materials, methods and workmanship as should result in providing the prorated performance remaining under this warranty. CBC shall have the sole discretion to determine which of the above methods will be used to fulfill its obligation and all material replacements shall be F.O.B. CBC's plant.
- 6) CBC's liabilities to this warranty will be limited, at its option, to refinishing or replacing the metal coated with the defective product, and in no event shall CBC's liability exceed the lesser of the cost of replacing the coated metal or refinishing the metal composite. Any refinishing of the metal shall be performed by using standard finishing practices and materials (not necessarily the product) selected by CBC which reserves the right to approve or negotiate the contract for such refinishing. The warranty on any refinished or replaced coated metal supplied hereunder shall be for the remainder of the warranty period applicable to the metal originally coated under or pursuant to this agreement must be in writing and personally delivered or sent by registered mail with return receipt requested.

**SIGNATURE REQUIRED – SEE REVERSE SIDE**



- 7) CBC makes no warranties, either express or implied beyond the face hereof, including, without limitation, warranties of fitness and merchantability. In no event shall CBC be liable for loss of profits or any other incidental, consequential or special damages. If such failure is reported during the period specified CBC's obligation under this warranty will be to assume the cost of material and labor to repair, repaint or replace materials as it deems reasonably necessary to correct such failure provided the total liability of CBC under this endorsement shall in no event exceed the aggregate of all claims hereunder.
- 8) All of the foregoing conditions constitute material terms of this warranty and any violation by customer or its agents or representatives of any one or more conditions shall release CBC from its obligations hereunder. All notices given under or pursuant to this agreement must be in writing and personally delivered or sent by registered mail with return receipt requested.
- 9) CBC reserves the right to terminate this warranty at any time upon thirty (30) days advance written notice except with respect to any product which has already been shipped to the customer. Except as set forth herein CBC makes no other warranties, expressed or implied, including any implied warranty of fitness for a particular purpose with respect to product.
- 10) The warranty will apply only to product supplied by CBC to the customer and used within the continental United States.
- 11) No terms or conditions other than those stated herein and no agreement or understanding, oral or written in any way purporting to modify this warranty shall be binding on CBC unless made in writing and signed by its authorized representative. This warranty shall not be effective unless signed by both the customer and CBC and only when copies have been exchanged between both parties.

Owners Name	_____
CBC Job Name	_____
Building Location	_____
CBC Job Number	_____ Ship Date _____ Warranty # _____

**Builder:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Owner:**

Name \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CBC Steel Buildings:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_