



35 YEAR MATERIALS LIMITED WARRANTY

ROOF AND WALL PREMIER PACIFIC PANELS

Effective Date: _____ Job Number: _____
Owner: _____ Builder: _____
Roof Type: _____ Wall Panel Type: _____
Roof Size: _____ Wall Size: _____
Building Address: _____ City: _____ State: _____

CBC STEEL BUILDINGS warrants its panel materials as provided and subject to the limitations and exclusions set forth herein:

1. **PANEL WARRANTY.** Premier Pacific (70% Kynar 500 or Hylar 5000) pre-painted galvanized panels (G-90 Coatings) and pre-painted aluminum-zinc alloy coated panels are warranted as follows:

When the panels are used on pitches 1/2 :12 and greater or vertical exposure.

- (a) Premier Pacific (70% Kynar 500 or Hylar 5000) paint will not peel, crack, check or chip for a period of thirty-five (35) years from the Effective Date.
- (b) Premier Pacific (70% Kynar 500 or Hylar 5000) paint will not chalk in excess of 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) Premier Pacific (70% Kynar 500 or Hylar 5000) 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.

2. LIMITATIONS. This warranty is subject to the following conditions, terms, limitations and exclusions.

- (a) This warranty applies to the above-described materials of CBC and does not cover accessories, fixtures, insulation, goods or any materials not manufactured but sold by CBC. This Warranty shall be valid and apply to CBC's materials only if the materials are erected and installed strictly in accordance with (1) CBC'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 CBC. Any modification of or deviation from CBC's specified materials, products, or specified erection procedures without the prior written consent of an officer of CBC 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 vapor 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 CBC which are sold and erected within the 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 CBC by or through the owner, contractor, builder or their respective design representatives; 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 loss arising from such risks; or (3) negligent, defective, or improper erection of the structure its foundation, or additional loads placed on the structure by others not specified to CBC 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 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 in accordance with CBC's Preventive Maintenance Manual in effect at the Effective Date of this Agreement, the provisions and requirements of which are incorporated herein by reference. Through the warranty period, panels must be inspected and maintained on an annual basis regardless of installation locations. The panels 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. CBC reserves the right to inspect the building upon reasonable notice to the owner.
- (h) CBC's responsibility and liability pursuant to this Warranty is expressly limited to the replacement, repair or repainting of the defective materials and in no event will such liability in the case of panel defects exceed an amount equal to \$ _____ per square foot of roof area for _____ gage panels, or \$ _____ per square foot of wall area for _____ gage panels. 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, CBC 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 to 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 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 CBC 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 CBC until (1) payment in full for the materials has been received by CBC; (2) the Warranty has been signed by an officer of CBC; and (3) a copy of this Warranty has been signed by the owner and returned to CBC. The Effective Date of this Warranty is defined as the date of delivery of the materials from CBC 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 the written agreement signed by an authorized officer of CBC.

- (m) Except as expressly provided in this Warranty, CBC makes no representations or warranties of any kind with respect to the materials covered hereby, including, without limitation, warranties of merchantability or 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 California.

CBC Steel Buildings

Builder: _____

Signature: _____ Title: _____

Date: _____

Owner: _____

Signature: _____ Title: _____

Date: _____

CBC Officer: _____

Signature: _____ Title: _____

Date: _____

