



PREMIUM WEATHERTIGHTNESS
NDL 20 YEAR WARRANTY WITH TRIM

Whirlwind Building Components (Manufacturer) and the Roofing Contractor (Installer) warrant to the original Building Owner only as shown below, that, subject to the limitations, terms, conditions and exclusions set forth herein:

Project Name _____

Date of Substantial Completion _____

Project Location (City, State, Zip) _____

Amount of Material (squared feet) _____

Manufacturer Customer _____

Building Owner _____

Manufacturer Job/ Work Order Number(s) _____

Project End Use _____

I. Manufacturer and installer warrant to the owner that the building roof, which is the subject of this guarantee, will not leak for a period of 20 years from the date of substantial completion, provided that the installation was done in accordance with the Manufacturer's standard details and drawings that were approved by the Manufacturer in advance of the installation. The total liability for the aggregate of all claims made under this warranty shall be no dollar limit. This warranty will be fully satisfied by repair of the roofing system, and any such repairs shall carry a warranty against leaks only for any then remaining balance of the original 20-year warranty period. Manufacturer shall have the total and complete responsibility for all warranty work commencing on the date of substantial completion of the roof system. During the period in which Manufacturer has any warranty responsibility Manufacturer shall take actions necessary to cause the leaking portions of the roof system to be repaired leak free.

The roofing system defined for this warranty is the Whirlwind roof sheeting, related trim and items (including roof curbs and roof jacks pre-approved in writing by the Manufacturer) used to fasten the roof sheeting to the roof structure.

WARRANTY DISCLAIMER

II.

This warranty is in lieu of all other warranties (save and except any warranties issued by the Manufacturer and signed by an officer of the Manufacturer for a specific roof system), whether express or implied or statutory, and all other liabilities (contract, tort, or otherwise, including negligence) Manufacturer makes no warranty of merchantability or of the fitness for any particular purpose. This warranty will automatically terminate and be void upon the sale, transfer or conveyance (except to secure debt) of the products or building or property on which the products are erected. In consideration of the sale of the products and this warranty Manufacturer shall not be responsible or liable for any consequential, incidental, or special damages, expenses, loss to the building, its contents or loss of use thereof, either in contract, negligence or tort, arising out of any failure of the roof, breach of warranty or for other cause. This Warranty shall not become effective and Manufacturer shall not have any obligation under any warranty until all invoices issued by Manufacturer, Manufacturer's customer, and the installer have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.

Manufacturer does not make any warranty or assume any obligation with respect to the validity of any patents, designs, copyrights or trademarks which may cover such products. The conditioning of liability, rights, obligations and remedies of the parties relating to claims arising from defective products shall be governed exclusively by the terms hereof.



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LIMITATIONS ON AND CONDITIONS OF WARRANTY

III. A. This warranty is subject to the following conditions, terms, limitations and exclusions.

B. Activation, in order to segregate and maintain for the extended period of time covered by this warranty, the records and lot samples necessary to enable Manufacturer to trace the various components manufactured for any defects alleged, Manufacturer requires that building owner, within 90 days from the date of this warranty, must indicate the desire to be covered hereunder, and activate it by a dated execution in the space provided herein and by mailing such executed copy to Manufacturer [Whirlwind Building Components, 8234 Hansen Road, Houston, TX 77075-1089. Attention Warranty Department.] via registered or certified mail, return receipt requested. It is a condition precedent to the filing of a claim under this warranty that buyer prove compliance with this requirement.

C. This warranty is limited to the original owner of the building, is specifically non- assignable, non-transferable and is effective only if activated by strict compliance with the provisions of paragraph III B above (Activation), following execution by all parties.

D. This warranty applies only to panels, clips, fasteners, roof jacks, sealants, mastics, and trim products supplied by the Manufacturer and roof curbs supplied by others but pre-approved by the manufacturer. The warranty shall be valid and apply to Manufacturer's products only if the products are erected and installed strictly in accordance with current installation manuals regularly issued by Manufacturer and also with drawings and details that are approved by the Manufacturer before the installation of the roof system. Manufacturer shall not have any obligation or liability under this warranty or the roof system if any contractor or subcontractor fails to use all roof curbs, roof jacks, sealants, mastics, sub framing, roof panels, clips, and flashing provided by the Manufacturer or products approved in writing by the Manufacturer for items furnished by the Buyer, Contractor or Subcontractor. Any modification, deviation or variation from specified materials, products or specified erection procedures without the prior written consent of an officer of Manufacturer, will void this warranty.

E. This warranty is applicable only to product leakage caused by "Normal Atmospheric Conditions" which shall not be construed to include the following conditions.

1. Deterioration caused by marine (salt water) atmospheres or by constant exposure to either salt or fresh water. As used herein, the term constant exposure to water includes standing or ponding water and condensation caused by inadequate vapor barrier installed in the building. An adequate vapor barrier is a minimum of 6 mil polyethylene for composite construction and vinyl faced insulation for single skin construction.
2. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizers, animal waste, or any similar foreign chemical substances.
3. Deterioration caused by corrosive fumes or condensates of harmful substances generated or released inside the building.
4. Damage due to contact with wet, green or pressure treated lumber, lead, calcium, copper, or water runoff from these substances.
5. If the roof is 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 be void.
6. Leakage caused by workers other than Manufacturer's, Buyer's, or Installer's traffic on the roof.



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7. Natural disasters such as hurricanes, earthquakes, extraordinary winds, winds which detach from the facility any part of the building substrate to which the Manufacturer's Roof System is attached, lightning, hail, fire, radiation or other acts of God which are normally covered by hazard insurance.
8. Leakage caused by any other cause beyond the control of the Manufacturer, including but not limited to the following examples:
 - A. If after the installation of the roof system, there are alterations, such as, but not limited to, structures, fixtures or utilities being placed upon or attached to the roof without prior authorization from Manufacturer.
 - B. If there is any failure by the building owner, lessee or other occupant to meet all the requirements described in the Roof Owner's Maintenance Manual.
 - C. If building owner fails to comply with every term and/or condition stated in this Limited Weather tightness Warranty.
 - D. Leakage caused by failure to provide free drainage of water (including internal condensation) from end laps and all other surfaces of the roof panels.
 - E. Leakage caused by ventilators, skylights.
 - F. If water is allowed to cascade onto installed roof panels from any area or part of the roof.
 - G. Leakage caused by flashing, roof penetrations or accessory details modified without written consent of an officer of Manufacturer.
 - H. Leakage caused by the installation of material that was damaged from mechanical, chemical or other damage sustained during shipment, storage or before, during or after installation of roofing system.
 - I. Removal and re-erection of the roofing system.
 - J. The use of an inadequate vapor barrier when the insulation is installed immediately beneath the roof panels.
 - K. Leakage caused by the use of the improper fasteners being directly or indirectly in contact with the roof panels.
 - L. Leakage or damage to the roof system caused by or associated with suspension on the roof system of any weight in excess of design conditions, defects in the foundation, jumping, scraping or excessive walking on the roof.
 - M. If roof leaks are at a tie in to an existing metal roof manufactured by another company or a dissimilar roof such as BUR or a rubber roof.
 - N. If any of the roof slopes are below the specified roof slope on this warranty.
- F. This warranty is limited to products of Manufacturer which are sold and erected within the continental United States of America, Alaska, Hawaii, US Virgin Islands, Puerto Rico and Canada.
- G. The Manufacturer has no obligation under this warranty until such time full and complete final roof drawings are received. The drawings must show the number and exact locations of all roof penetrations and any roof top equipment such as ventilators and or air conditioning equipment.
- H. This warranty shall not apply to any structural or panel failure attributable to Engineering design caused by incorrect, inadequate or erroneous design information transmitted to Manufacturer, by or through the owner, contractor or their respective design representative.
- I. The roof panels must be manufactured from Galvalume coated steel unpainted or painted using a manufacturer approved coil coating process.



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J. Claims for any leakage or the breach of this warranty must be submitted by the owner, or his duly appointed representative, by written notice within the warranty period and within 30 days of the occurrence of a failure of the breach of the warranty so that the Manufacturer has a reasonable opportunity to inspect the products. As a condition precedent to Manufacturer's liability thereunder, buyer must present his claim duly authenticated records so to enable Manufacturer to establish Buyer's job number. Buyer shall also present such evidence that establishes any claimed nonconformance was due to a breach of the warranty stated herein. If upon Manufacturer's inspection, Manufacturer determines that the leakage in the roofing system are caused by defects in the manufactured materials or in the workmanship on the installer, roofing systems repair obligations shall then arise in accordance herewith, but buyers remedies and Manufacturers liability shall in any event be limited to repair of the roofing system subject to the costs limitations set forth herein. If upon Manufacturer's investigation, Manufacturer determines that the leaks in the Roofing System are not covered in this warranty, the party requesting Manufacturer's investigation shall be liable for all direct investigation expenses incurred by Manufacturer.

K. Manufacturer extends this warranty upon the condition that its provisions are governed solely by the laws of the State of Texas. Manufacturer's failure to enforce the terms or conditions stated herein at any time shall not be construed to be a waiver of such provision.

L. This warranty may not be modified, amended or supplemented except by written agreement signed by an authorized corporate officer of Manufacturer. No terms or conditions, other than those stated herein, and no agreement or understanding (oral or written) and no course of conduct of performance, in any way purporting to modify this warranty or to waive Manufacturer's rights thereunder, shall be binding on Manufacturer unless by authorized officers of the Manufacturer. All proposals, negotiations and representations, if any made reference hereto are merged herein.

M. During the term of this Warranty, Manufacturer, its sales representatives and employees shall have free access to the roof during regular business hours.

WARRANTY RESPONSIBILITY

IV. 1st through 20th year - Manufacturer

Roof Profile: _____ Gauge: _____ Finish: _____ Color: _____

Roof Slope: _____ Roof Substrate: _____ Total Sq. Ft.: _____



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Whirlwind Steel Buildings Inc,

Signed: _____

Title: _____

Date: _____

Customer: _____ hereby guarantees that the roof has been installed in accordance with the plans, specifications, installation manuals and industry standards incorporating competent workmanship.

Customer: _____ Phone Number: _____

Customer Address: _____

Customer's Signature: _____ Date: _____

Building Erector: _____ (Installer) hereby guarantees that the roof structure and covering are installed in accordance with seller's installation instructions and industry standards, incorporating competent workmanship, and that he will correct any roof leaks resulting from improper workmanship.

Erector: _____ Phone Number: _____

Erector Address: _____

Erector's Signature: _____ Date: _____

Title: _____

Original Owner: _____

Building Address: _____

Owner's Signature: _____ Phone Number: _____

Title: _____ Date: _____