

(Name of Company)

**STANDARD MATERIAL AND WORKMANSHIP  
ONE YEAR BUILDING WARRANTY  
(CALLED 7.0 TERMS AND CONDITIONS OF CONTRACT)**

**BUILDING WARRANTIES:** SELLER warrants to BUYER that the Building will be consistent with SELLER's current design and specifications, unless otherwise noted, and will conform, within customary industry tolerances, to MBMA Standards, as modified by the standards and specifications contained in the SELLER's Product Manual, and will be free of defects in workmanship for a period of one (1) year from the Substantial Completion Date. With respect to equipment, materials or other products purchased from third parties, SELLER's warranty obligations are expressly limited to the assignment to BUYER of all warranties and guarantees received from the manufacturer and suppliers of such equipment, materials or other products.

**THE WARRANTIES SET FORTH IN THIS CLAUSE 7.0 SUPERSEDE AND ARE EXPRESSLY *IN LIEU* OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BOTH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER WITH RESPECT TO THE BUILDING AND ALL EQUIPMENT, MATERIALS OR OTHER PRODUCTS.**

SELLER shall extend to BUYER additional or other warranties for exterior sloped roof panels or vertical wall panels, or roof weather tightness warranties as specified in the External Paneling section of this Contract, if any. The terms, conditions or limitations of additional warranties shall be as expressly stated in the Warranty Certificates issued by SELLER with respect thereto. **NO ADDITIONAL OR OTHER WARRANTIES FEE(S) PAYABLE WITH RESPECT THERETO SHALL HAVE BEEN RECEIVED BY SELLER AND SELLER HAS RECEIVED SELLER'S WRITTEN EXECUTED WARRANTY CERTIFICATE FROM BUYER WITHIN NINETY DAYS FROM DATE OF SHIPMENT.**

All warranty claims shall be presented by BUYER, in writing and in detail, within one (1) year of the Substantial Completion Date and before any corrective work has occurred. BUYER shall afford SELLER jobsite access and a reasonable opportunity to inspect all alleged defects.

SELLER will, at its option, either furnish replacement Building materials ex works, or without replacement, render a reasonable credit for any portion of the Building or its materials that prove to be defective. SELLER shall have no obligation to remove or dismantle defective Building materials or to erect or install replacement Building materials. **THIS SHALL BE THE SOLE AND EXCLUSIVE OBLIGATION OF SELLER WITH RESPECT TO THE BUILDING COVERED BY THIS CONTRACT, AND BUYER SHALL BE ENTITLED TO NO OTHER OR ADDITIONAL REMEDIES.**

Damages, error, or misfits caused by outside sources, improper installation, improper storage, improper or excessive handling, misuse or abuse, lack of proper maintenance, delay in erecting materials after delivery or normal wear and tear are not covered under this warranty. Ordinary inaccuracies in fabrication and shop work, within customary industry tolerance, shall not be considered errors or misfits.

This contract does not include, and SELLER does not warrant, any material or labor in connections with building foundations, concrete, anchor bolts/rods, erection, permits, pipe bollards, glass door units, fixed glass powered fans, grouting under columns or around bottom of wall sheets, electrical installations, plumbing, painting, heating, masonry, interior finish, drains, or any materials or items not specifically listed in this Contract, and this Contract does not include, and SELLER does not warrant, insulation, overhead doors, roll-up doors, lintels, roof jacks, roof curbs, partitions, step flashing to existing buildings, valley gutter downspouts, or any other materials or labor unless specifically and expressly provided for in this Contract.

The warranties made herein are transferable and/or assignable exclusively to the original end user of the building and are not transferable or assignable thereafter.

Substantial Completion Date:

Whirlwind Job No.:

Project Name:

Date: 7/21/2023

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(Signature)

Name: Aaron Batchellor

Title: Vice President, Engineering