

BIGBEE STEEL BUILDINGS, INC.

STANDARD WORKMANSHIP WARRANTY

Effective date:

Owner:

Building Location:

Builder:

Job Number:

Roof Panel Type:

Roof Size: _____ ft²

Bigbee Steel Buildings does hereby warrant its Metal Building System to the Buyer Only against failure due to defective workmanship or materials for a period of **One (1) Year** from the date of manufacture, not the date of delivery or erection, of the Metal Building System.

The Metal Building System is NOT an erected building. Any problems created by the erection of the Metal Building System are specifically disclaimed. The liability to Bigbee is limited to furnishing necessary replacement material FOB manufacturing facility, but does not include the cost of labor for dismantling or installing such materials.

Damages to the Metal Building system by outside sources, including but not limited to, erection contractors or sub-contractors, misuse or abuse, lack of proper maintenance and normal wear and tear are NOT covered by this warranty. This warranty does not cover products, accessories, parts or attachments that are not manufactured by Bigbee, except to the extent of any replacements or reimbursements which are obtained pursuant to any warranty given Bigbee by the original manufacturer.

This warranty is specifically non-assignable and non-transferable. This warranty will not be effective and binding on Bigbee until payment in full for the Metal Building System has been received by Bigbee.

Bigbee shall not be liable for any incidental or consequential damages to the Buyer, including, but not limited to, those defined in Section 2-715 of the Uniform Commercial Code for any reason including Bigbee's gross or simple negligence. This limitation of liability shall include, but is not limited to consequential, incidental, and special damages or loss of profits arising or caused by, directly or indirectly, Bigbee, its suppliers, employees or subcontractors.

This warranty is subject to the terms, conditions, and limitations set forth in Bigbee Sales contract and is in lieu of all warranties, whether express, implied, or statutory and all other liabilities (contract, tort, or otherwise including negligence), and Bigbee makes no warranty of merchantability or fitness for any particular purpose.

Bigbee Steel Buildings, Inc.

Date

BIGBEE STEEL BUILDINGS, INC.

PANEL MATERIALS EXTENDED WARRANTY

Effective date:
Owner:
Building Location:

Builder:
Job Number:
Roof Panel Type:
Roof Size: ft²

SAMPLE

BIGBEE STEEL BUILDINGS, INC. ("Bigbee") warrants its products as provided and subject to the limitations and exclusions set forth herein:

- I. Pre-painted AZ 50 aluminum-zinc alloy-coated panels are warranted for a period of twenty (20) years from the Effective Date as follows:
 - A. When the panels are used as vertical surfaces:
 - (1) the paint will not peel, crack, check or chip (except for slight crazing or cracking as may occur during the fabrication and erection process)
 - (2) the paint will not chalk in excess of a numerical rating of 8 when measured in accordance with the standard procedure specified in ASTM D 659-80; and
 - (3) the paint will not fade or change in color in excess of 5 units of color difference ("NBS Units") when measured in accordance with the standard procedure specified in ASTM D 2244-85, Paragraph 6.3.
 - B. When the panels are used as surfaces other than vertical surfaces, the paint will not crack, check or peel.
- II. All fabricated steel components are warranted only against failure due to defective materials or workmanship for a period of one (1) year from the Effective Date.
- III. AZ 55 aluminum-zinc alloy-coated panels will be free of manufacturing defects and are warranted against perforation due to corrosion caused by normal atmospheric exposure, rupture or structural failure, for a period of twenty (20) years from the effective date when panels are used on pitches 1/4:12 and greater or vertical.
- IV. **Seventy Plus** (70% Kynar 500) pre-painted AZ 50 aluminum-zinc alloy-coated panels are warranted as follows:
 - A. When the panels are used on pitches 1/2:12 and greater or vertical exposure.
 - (1) **Seventy Plus** (70% Kynar 500) paint will not peel, crack, check or chip (except for slight crazing or cracking as may occur during the fabrication and erection process) for a period of twenty (20) years from the Effective Date.
 - (2) **Seventy Plus** (70% Kynar 500) paint will not chalk in excess of a numerical rating of 9 when measured in accordance with standard procedure specified in ASTM D 659-80, for a period of twenty (20) years from the Effective Date.
 - (3) **Seventy Plus** (70% Kynar 500) paint will not fade or change color in excess of 4 units of color difference ("NBS" Units) when measured in accordance with standard procedure specified in ASTM D 2244-85, Paragraph 6.3, for a period of twenty (20) years from the Effective Date.

This Warranty is subject to the following conditions, terms, limitations and exclusions.

1. This Warranty applies only to the above-described products of Bigbee Steel Building, Inc. and does not cover accessories, fixtures, insulation, goods or materials not manufactured but sold by Bigbee. This Warranty shall be valid and apply to Bigbee products only if the products are erected and installed strictly in accordance with Bigbee Steel Building, Inc.'s engineering plans and specifications; all applicable erection standards and procedures regularly published by the Metal Building Manufacturer's Association; and current erection manuals regularly issued by Bigbee. Any modification of, deviation or variation from the specified materials, products or specified erection procedures without the prior written consent of an officer of Bigbee will void this Warranty.
2. This Warranty is applicable only to product damage or failure caused by "normal atmospheric exposure" which shall not be construed to include the following conditions which are specifically excluded from this Warranty:
 - (a) 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 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, fertilizers, animal waste or any similar foreign chemical substances.
 - (c) Deterioration caused by corrosive fumes or condensates of harmful substances generated or released inside the building.
 - (d) Damage due to contact with green or wet lumber.
 - (e) If the products are erected in an area that was originally a "normal atmospheric exposure" but the environment subsequently changed to one that is not a "normal" atmosphere (e.g., the construction of a chemical plant nearby) this Warranty will then be void.
3. This Warranty is limited to products of Bigbee that are sold and erected within the continental United States of America.
4. 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 Bigbee by or through the owner, contractor or their respective design representatives.
5. This Warranty is limited to the original owner of the building 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.
6. Claims for any defects or breach of this Warranty must be submitted by the owner, or owner's representative, by written notice within the warranty period and within thirty (30) days of the occurrence of a failure or breach of warranty so that Bigbee has a reasonable opportunity to inspect the products. Owner will exercise reasonable diligence in inspection and maintenance of the products in order to mitigate expense involved in repairing, replacing or repainting the products.
7. Bigbee Steel Building, Inc.'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 exceed an amount equal to 45 cents per square foot of roof or wall area in the case of panel failure, and any expense of labor, installation, or removal will not be included in this Warranty. In consideration of the sale of the products and this Warranty, Bigbee shall not be responsible or liable for any consequential damages, expenses, loss to the building or loss of use thereof, either in contract, negligence or tort, arising out of any failure of the products, breach of warranty or for other cause.
8. This Warranty will not be effective and binding on Bigbee until (1) payment in full for the products has been received by Bigbee; (2) the Warranty has been signed by an officer of Bigbee; and (3) a copy of this Warranty has been accepted and signed by the owner and returned to Bigbee. The acceptance of this Warranty is defined as the earlier of the date set forth on this Warranty or that date ninety (90) days after the date of the product's shipment from Bigbee's plant.
9. This Warranty may not be modified, amended or supplemented except by written agreement signed by an authorized corporate officer of Bigbee.
10. EXCEPT AS EXPRESSLY PROVIDED HEREIN, BIGBEE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS COVERED HEREBY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND 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.

Builder Signature: _____

BIGBEE STEEL BUILDINGS, INC. – An Alabama Corporation

Owner signature: _____

By: _____

Date: _____

Date: _____

SAMPLE

BIGBEE STEEL BUILDINGS, INC.

TWENTY (20) YEAR WEATHER TIGHTNESS WARRANTY

Date of Substantial Completion:

Owner:

Building Location:

Builder:

Job Number:

Roof Panel Type:

Roof Size: ft²

BIGBEE STEEL BUILDINGS, INC. ("BIGBEE") guarantees the workmanship for a period of **TWENTY (20) YEARS** from the Date of Substantial Completion, shown above, to repair or stop any roof leaks in the building so identified arising out of or caused by ordinary wear and tear under normal weather and atmospheric conditions under the following provisions. The Builder/Erector shall cause Bigbee's Roof System to perform in a manner which does not allow the intrusion of water from the exterior of Bigbee's Roof System into the building, for a period of twenty four (24) consecutive months after the Date of Substantial Completion. This Twenty four (24) month period will be extended by successive twenty four month periods from the date any leaks are reported or repaired within the relative twenty four (24) month period. Builder/erector will be required to provide notarized written documentation to Bigbee that Bigbee's Roof System has been leak free for twenty four (24) consecutive months, at which time Bigbee assumes responsibility for the remainder of the twenty (20) year period from Date of Substantial completion. Bigbee's Roof System shall be defined as roof panels, flashing and related items as furnished by Bigbee and applied to our structure.

This warranty does not cover roof damage and/or leakage caused by any of the following:

- a) Deterioration caused by marine (salt water) atmospheres or by constant spray of either salt or fresh water.
- b) Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, fertilizer manufacturing, paper plants, and the like.
- c) Deterioration caused by corrosive fumes or condensates of harmful substances generated or released inside the building.
- d) Damage caused by workmen performing their duties on the roof.
- e) Penetration of the roof by contractors, subcontractors, vendors, the owner, or any third-party for any reason. This includes, but is not limited to, penetration for plumbing, HVAC, air vents, etc.
- f) Acts of God or any other cause beyond the control of BIGBEE.

In the event of weather tightness failure within the time period indicated herein, BIGBEE must be notified in writing, certified mail return receipt requested. BIGBEE will then examine the roof, or cause it to be examined. If, in its opinion, failure covered by this Warranty has occurred, BIGBEE will repair the affected portion of the roof; however, in no event shall BIGBEE'S liability under this Warranty exceed the area of the roof determined to be defective by BIGBEE and covered by this Warranty, as determined by BIGBEE. BIGBEE shall not be responsible for any consequential damages or loss to the building, its contents, or other materials. In all instances, BIGBEE reserves the right to approve or negotiate any contract for repair or replacement, or to appoint an agent to do so. Notwithstanding anything contained herein to the contrary, the dollar value of BIGBEE'S warranty hereunder is limited to the original installation cost of the roof system only.

This Warranty is tendered for the sole benefit of the original buyer as named below, and is not transferable or assignable. This Warranty will not be effective and binding on Bigbee until (1) payment in full for the products has been received by Bigbee; (2) the Warranty has been signed by an officer of Bigbee; and (3) a copy of this Warranty has been accepted and signed by the owner and returned to Bigbee. The acceptance of this Warranty is defined as the earlier of the date set forth on this Warranty or that date ninety (90) days after the date of the product's shipment from Bigbee's plant. This warranty is governed by the laws of the State of Alabama.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, BIGBEE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE MATERIALS COVERED HEREBY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOR DOES BIGBEE MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, DESIGNS, COPYRIGHTS, OR TRADEMARKS WHICH MAY COVER SUCH MATERIALS. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM DEFECTIVE MATERIALS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF. THIS WARRANTY MAY NOT BE CHANGED ORALLY. THIS WARRANTY APPLIES ONLY TO ROOF SYSTEMS ERECTED ON BIGBEE'S STRUCTURE.

OWNER

BIGBEE STEEL BUILDINGS, INC.

By: _____

By: _____

Date: _____

Date: _____