

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