

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: _____