



PRODUCT WARRANTY

MESCO BUILDING SOLUTIONS, A DIVISION OF NCI GROUP, INC. (SELLER) WARRANTS TO THE ORIGINAL PURCHASER (BUYER) AND TO THE ORIGINAL BUILDING OWNER ONLY AS SHOWN BELOW, ITS PRODUCTS AS LISTED BELOW, AND SUBJECT TO THE LIMITATIONS, TERMS, CONDITIONS AND EXCLUSIONS SET FORTH HEREIN:

FABRICATED STEEL COMPONENTS ARE WARRANTED ONLY AGAINST FAILURE DUE TO DEFECTIVE MATERIAL OR WORKMANSHIP FOR A PERIOD OF ONE YEAR EFFECTIVE FROM DATE OF SHIPMENT.

WARRANTY DISCLAIMER

- I. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (SAVE AND EXCEPT ANY WRITTEN WARRANTIES ISSUED BY SELLER AND SIGNED BY AN OFFICER OF SELLER FOR A SPECIFIC ROOF SYSTEM), WHETHER EXPRESS, IMPLIED OR STATUTORY, AND ALL OTHER LIABILITIES (CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE) AND SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. 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.

IN CONSIDERATION OF THE SALE OF THE PRODUCTS AND THIS WARRANTY, SELLER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, EXPENSES, LOSS TO THE BUILDING OR LOSS OF THE USE THEREOF, EITHER IN CONTRACT, NEGLIGENCE OR TORT, ARISING OUT OF ANY FAILURE OF THE PRODUCTS, BREACH OF WARRANTY OR FOR OTHER CAUSE.

SELLER 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.

- II. 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 SELLER TO TRACE THE VARIOUS COMPONENTS MANUFACTURED FOR ANY DEFECTS ALLEGED, SELLER REQUIRES THAT BUYER, WITHIN 90 DAYS FROM THE EFFECTIVE DATE OF THIS WARRANTY, MUST INDICATE THE DESIRE TO BE COVERED HEREUNDER, AND ACTIVATE IT BY A DATED EXECUTION IN THE GRACE PROVIDED HEREIN AND BY MAILING SUCH EXECUTED COPY TO SELLER 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 (BUYER), IS SPECIFICALLY NON-ASSIGNABLE, NON-TRANSFERABLE AND IS EFFECTIVE ONLY IF ACTIVATED BY STRICT COMPLIANCE WITH THE PROVISIONS OF PARAGRAPH II B ABOVE (ACTIVATION).
- D. BUYER SHALL EXERCISE DILIGENCE IN INSPECTION OF MATERIALS AS RECEIVED FROM SELLER PRIOR TO UTILIZATION SO AS TO MITIGATE EXPENSE INVOLVED IN REPAIRING, REPAINTING, OR REPLACING NONCONFORMING PRODUCTS.
1. THIS WARRANTY APPLIES ONLY TO THE ABOVE-DESCRIBED PRODUCTS OF SELLER AND DOES NOT COVER ACCESSORIES, FIXTURES, INSULATION, GOODS OR MATERIALS NOT MANUFACTURED BUT SOLD BY SELLER. THIS WARRANTY SHALL BE VALID AND APPLY TO SELLERS PRODUCTS ONLY IF THE PRODUCTS ARE ERECTED AND INSTALLED STRICTLY IN ACCORDANCE WITH SELLER'S ENGINEERING PLANS AND SPECIFICATIONS, SELLER'S PROJECT SPECIFIC ERECTION DETAILS, SELLER'S STANDARD ERECTION INSTRUCTIONS AND DETAILS CURRENT AT THE TIME OF PRODUCT SHIPMENT TO JOBSITE BY SELLER AND ALL APPLICABLE ERECTION STANDARDS AND PROCEDURES REGULARLY PUBLISHED BY THE METAL BUILDING MANUFACTURE'S ASSOCIATION. ANY MODIFICATION OF, DEVIATION OR VARIATION FROM THE SPECIFIED MATERIALS, PRODUCTS OR SPECIFIED ERECTION PROCEDURES WITHOUT THE PRIOR WRITTEN CONSENT OF AN OFFICER OF SELLER, 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.
 - 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 WHICH IS ORIGINALLY A "NORMAL ATMOSPHERIC EXPOSURE" BUT THE ENVIRONMENT SUBSEQUENTLY CHANGES TO THE 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 SELLER WHICH ARE SOLD AND ERECTED WITHIN THE CONTINENTAL UNITED STATES OF AMERICA, ALASKA, HAWAII AND CANADA.
- 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 SELLER, BY OR THROUGH THE OWNER, CONTRACTOR OR THEIR RESPECTIVE DESIGN REPRESENTATIVE.
- 5. THIS WARRANTY SPECIFICALLY EXCLUDES THE FOLLOWING:
 - a. DAMAGES CAUSED BY WORKERS OR OTHER TRAFFIC ON THE ROOF.
 - b. DAMAGES CAUSED BY ACT OF GOD - INCLUDING, BUT NOT LIMITED TO, LIGHTNING, STRONG GALE, HURRICANE, TORNADO, EARTHQUAKE, FIRE OR FLOOD.
 - c. DAMAGES CAUSED BY ANY OTHER CAUSE BEYOND THE CONTROL OF SELLER, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING EXAMPLES:
 - i. IF AFTER ERECTION, THERE ARE ALTERATIONS, SUCH AS, BUT NOT LIMITED TO, STRUCTURES, FIXTURES OR UTILITIES BEING PLACED UPON OR ATTACHED TO THE STRUCTURE OR OVERLOADING BRIDGE CRANES.
 - ii. IF THERE IS ANY FAILURE BY THE BUYER TO USE REASONABLE CARE IN MAINTENANCE.
 - iii. IF BUYER FAILS TO COMPLY WITH EVERY TERM AND/OR CONDITION STATED IN THIS WARRANTY.
 - iv. FOUNDATION MOVEMENT.
 - d. DAMAGE TO THE PRIMER PAINT COATING ON THE PRIMARY OR SECONDARY FRAMING MEMBERS.
 - e. THIS WARRANTY DOES NOT APPLY TO PERFORATED MATERIAL.
- 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 SELLER HAS 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. SELLER'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 TWENTY (20) CENTS PER SQUARE FOOT OF BUILDING AREA, AND ANY EXPENSE OF LABOR, INSTALLATION, OR REMOVAL WILL NOT BE INCLUDED IN THIS WARRANTY.
- 8. THIS WARRANTY WILL NOT BE EFFECTIVE AND BINDING ON SELLER UNTIL (1) PAYMENT IN FULL FOR THE PRODUCT HAS BEEN RECEIVED BY SELLER, (2) THE WARRANTY HAS BEEN SIGNED BY AN OFFICER OF SELLER AND (3) THIS WARRANTY HAS BEEN ACTIVATED IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH II B.
- 9. THIS WARRANTY MAY NOT BE MODIFIED, AMENDED OR SUPPLEMENTED EXCEPT BY WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED CORPORATE OFFICER OF SELLER.

JOB NUMBER:
BUILDING LOCATION:

EFFECTIVE DATE:

CUSTOMER:
CUSTOMER ADDRESS:

CUSTOMER PHONE NO.:

CUSTOMER'S SIGNATURE: _____ DATE: _____

ORIGINAL OWNER:
BUILDING ADDRESS

OWNER'S SIGNATURE: _____ DATE: _____

Mesco BUILDING SOLUTIONS, A DIVISION OF NCI GROUP, INC.

SIGNED: _____

TITLE: _____

DATE: _____