

Spirco Manufacturing

A Division of Metal Building Products, Inc., a Tennessee Corporation

ONE YEAR LIMITED PRODUCT WARRANTY

Metal Building Products, Inc., a Tennessee corporation doing business as “Spirco Manufacturing,” “Spirco Metal Buildings,” and “Spirco” (hereinafter referred to simply as “Spirco”) hereby gives this warranty to the original purchaser and original building owner of the project described below (the “Project”). For a period of one (1) year after the date of delivery by Spirco of materials and/or accessories delivered in connection with the Project (such materials and/or accessories being referred to in this warranty as the “Products”), Spirco warrants such Products against failures due to defective material or workmanship. Such warranty is being given is subject to the conditions, terms, limitations and exclusions set forth below.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF: (A) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE; AND (B) ALL OTHER LIABILITIES (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE, INCLUDING NEGLIGENCE AND PRODUCT LIABILITY).

In consideration of the sale of the Products, Spirco shall not be responsible or liable for any consequential, incidental, or special damages, expenses, losses (including, but not limited to, loss to the building constructed as part of the Project, loss of use of all or any part of such building, and/or lost profits), whether sounding in contract or in tort, arising out of any failure of the Products, breach of this warranty, or for any other cause.

This warranty is being given subject to each and every one of the following conditions, terms, limitations and exclusions:

1. This warranty does not cover any failure of the Products due to any of one or more of the following:

(a) Defects in or failure of foundation, including and not limited to the use of improper anchor bolts. Anchor bolt specifications must be verified before erection of the building with the engineer of record for the purchaser and/or owner for proper utilization.

(b) Earthquakes, hurricanes, tornados, floods, hail storms, or other acts of God;

(c) Explosion, fire, riot, acts of terrorism, or acts of war.

(d) Falling objects, walking or jumping on the roof system, and general negligence resulting in person-caused damages.

(e) Failure due to overloading, load conditions, or other problems attributable in whole or in part by incorrect, inadequate, or incomplete specifications or design information provided to Spirco by the purchaser, the engineer for the Project, or any other agent, contractor or representative of the purchaser or owner of the Project. The Products have been designed by Spirco in accordance with load specifications and other requirements provided to Spirco by the purchaser or the purchaser’s engineer for the Project. Procurement, specification, and verification of the loads specific to the Project are the sole responsibility of the purchaser and/or the purchaser’s engineer for the Project. Spirco shall have no responsibility or liability should the Products fail because of inaccurate load specifications and other requirements that have been provided to it by the purchaser or the engineer for the Project. Spirco’s

structural calculations, based on the load specifications and other requirements provided to it by the purchaser or the engineer for the Project, are available upon request.

(f) Hanging of excess weight in excess of designed conditions.

(g) Deterioration attributable in part or in part to any atmospheric condition other than normal atmospheric conditions. "Normal atmospheric conditions" shall not include any of the following, which are hereby expressly excluded from coverage under this warranty:

(i) Deterioration caused by marine (salt water) atmospheres or by constant exposure to either salt or fresh water.

(ii) Deterioration due to contact with wet or green lumber.

(iii) Deterioration (including corrosion) caused by radiation, heavy fallout or exposure to chemicals, ash, or fumes from chemical plants, factories, foundries, plating works, kilns, paper mills, fertilizers, animal waste, or any similar foreign substance.

(iv) Deterioration (including corrosion) caused by corrosive fumes or condensates of harmful substances generated or released from within the building into which the Products are incorporated.

If the Products are erected in an area that is originally in normal atmospheric conditions, but the environment subsequently changes to one that not a normal atmospheric condition (for example, the construction of a chemical plant nearby), then this warranty shall be void as to any deterioration attributable in whole or in part to the change of the atmospheric condition.

(h) Relocation of the building in which the Products are incorporated from the original location on which the building was constructed.

(i) Bumping, scraping, ramming, or otherwise subjecting the Products to abuse.

(j) Any signs, structures, vents, stacks, gutters, flashing, skylights, or machinery installed by others.

(k) Detriment caused by others, including (but not limited to) damage to the Products caused by other tradecrafts, contractors, or subcontractors beyond the control of Spirco.

(l) Damages caused by improper storage or erection procedures. The purchaser is responsible for storage of all Products delivered to the job site in order to minimize any damages to the Products prior to the incorporation of the Products into the building structure.

(m) The purchaser's failure to properly erect the building using the Products strictly in accordance with all building codes and standards and procedures generally applicable to the erection of steel buildings (including, but not limited to, those standards and procedures published by the Metal Building Manufacturer's Association) and in accordance with any plans, designs and instructions provided by Spirco to the purchaser or the purchaser's engineer. Any modification of or deviation or variation from the those codes, standards, procedures or plans (including so-called "field modifications") made without first obtaining the written consent of an officer of Spirco shall void this warranty.

2. This warranty only applies to the Products. The warranty does not cover any accessories, fixtures, insulation, goods and/or materials not manufactured but sold by Spirco.

3. This warranty is limited to the original owner of the building erected using the Products, is specifically non-transferrable and non-assignable, and is effective only if and at such time as Spirco has been paid in full for all Products and any related services provided by it to the purchaser; if the purchaser fails to timely make such payment, this warranty shall be null and void.

4. The sole remedy for breach of this warranty shall be the replacement or repair by Spirco of the defective Products; any expense of labor, installation or removal shall not be included under this warranty.

5. Any claim for a breach of this warranty must be submitted by the purchaser to Spirco within thirty (30) days of the occurrence of a failure or breach of warranty, in order to give Spirco a reasonable opportunity to inspect and investigate the failure or breach; and, in any event, any such claim must be made by the purchaser and actually received by Spirco on or before the end of the warranty period. The purchaser shall permit Spirco and its representatives and agents reasonable access to the building constructed with the Products for the purpose of inspection and for repair or replacement of any Products for which there has been a breach of this warranty.

The warranty contained in this document constitutes the complete, final, entire, and fully integrated agreement between Spirco, the purchaser, and the owner of the Project, with regard to the subject matter hereof. No course of prior dealings among or between those parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms set forth in this document. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this warranty even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the giving of this warranty other than those specifically set forth in this document. This warranty shall not be amended or modified except by a written instrument executed by an authorized officer of Spirco. Any action for the breach of this agreement must be commenced within two (2) years after the cause of action has accrued.

I have read and agreed to the terms and conditions as outlined in this warranty.

SPIRSCO MFG

By: _____
Signature & Title Date

SPIRSCO MFG CUSTOMER

By: _____
Signature & Title Date

PROJECT NAME: _____ SPIRSCO JOB NUMBER: _____

PROJECT ADDRESS: _____
Street City State