



Rigid Global Buildings 10-year Weathertightness Warranty Standard III

Warranty No:
WTW-

Rigid Global Buildings (herein-after referred to as "RGB") and the Roofing Contractor whose signature appears below ("Roofing Contractor") severally warrant [Roofing Contractor for any matter arising during the first two years after completion of installation of the subject roofing system*, and RGB for any matter first arising after the second anniversary of completion of installation of the subject roofing system ("Roofing System**") but arising not later than the tenth anniversary of such completion] to the original Building Owner ("Owner") that subject to each and every term(s), condition(s), limitation(s), allocation(s) of warranty, and responsibility(ies) stated herein, and in reliance that final approval drawings approved by RGB are in compliance with the final plans and specifications, Roofing Contractor's workmanship on the above named building (which must have an RGB Roof System which has been installed in accordance with RGB's installation instructions and/or approval drawings approved in advance of installation by RGB and the Roofing Contractor) will be adequate to prevent leaks for 10 years commencing with the date of completion of installation of the Roofing System. This warranty will be fully satisfied by repair of the Roofing System and any such repairs shall carry a warranty against leaks only for any then remaining balance of the original 10-year warranty period. THIS WARRANTY WILL BE FULLY SATISFIED BY REPAIR OF THE ROOFING SYSTEM (NO DOLLAR LIMIT) AND ANY SUCH REPAIRS SHALL CARRY A WARRANTY AGAINST LEAKS ONLY FOR ANY THEN REMAINING BALANCE OF THE ORIGINAL 10-YEAR WARRANTY PERIOD.

NEITHER RGB NOR ROOFING CONTRACTOR MAKES ANY OTHER WARRANTY WHATEVER, EXPRESSED OR IMPLIED. ALL EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL EXPRESSED OR IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED OR IMPLIED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 10-year WEATHERTIGHTNESS LIMITED WARRANTY.

*The Roofing Contractor shall have responsibility to correct all erection or installation deficiencies until the RGB Roof System performs in a manner which does not allow intrusion of water from the exterior of the RGB Roof System into the building envelope, for a period of twenty-four (24) continuous months after the Date of Substantial Completion, extended by successive twenty-four (24) month periods from the date of any leaks reported or repaired within the relevant twenty-four (24) month period.

**Roofing System is defined as the RGB furnished roof panels, flashing and related items used to fasten the roof panels and flashing to the roof structure (including roof jack and curb attachments preapproved, in writing, by RGB.)

IN NO EVENT, SHALL EITHER RGB OR ROOFING CONTRACTOR HAVE ANY LIABILITY FOR ANY COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY TYPE, WHETHER OWNER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT OWNER'S REMEDIES EXPRESSED OR IMPLIED IN THE 10-year WEATHERTIGHTNESS LIMITED WARRANTY ARE OWNER'S EXCLUSIVE REMEDIES.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide RGB and Roofing contractor with written notice within thirty (30) days of the discovery of any leak(s) in the Roofing System. Failure of the Owner to do so shall automatically relieve both RGB and Roofing Contractor of any and all responsibility and/or liability under this 10-year Weathertightness Limited Warranty. Upon receipt of a Warranty Claim, from either the Owner or Roofing Contractor, RGB will send a representative to the location specified for an inspection of the site.
2. If upon RGB's inspection, RGB determines that the leaks in the Roofing System are not caused by defects in the RGB Roofing System's material, but is a result of the workmanship of the Roofing Contractor or caused by any occurrence specifically not covered by this Warranty, the party requesting RGB's inspection shall be liable for all direct expenses by RGB to conduct the roof inspection.
3. If upon RGB's inspection, RGB determines that the leaks in the Roofing System are caused by defects in the RGB Roofing System's material or in the workmanship of the Roofing Contractor, Roofing System repair obligations shall then arise in accordance herewith, but Owner's remedies and RGB's liability shall in any event be limited to repair of the Roofing System, subject to the cost limitations set forth above. Otherwise, neither RGB nor Roofing Contractor's two-year liability (which is in lieu of any and all RGB liability for that period) shall be extended an additional two years from the date of last repair, should such repairs be necessary during the first two years of the Roofing Contractor's liability or during any extension thereof. Further limitations are provided in paragraphs 4 and 5 below.
4. Neither RGB nor Roofing Contractor shall have any liability or responsibility under or in connection with either this 10-year Weathertightness Limited Warranty or the Roofing System, if any one or more of the following shall occur.
 - a. Deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water.
 - b. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer, manufacturing, paper plant, aviation fuel or the like.
 - c. Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
 - d. Damage caused by worker(s), other than RGB's or Roofing Contractor's workers, on the roof.
 - e. Any other cause beyond the control of RGB.
 - f. Failure by any contractor or subcontractor to follow RGB's recommended installation instructions or approved specifications or drawings for the layout, design and erection of the Roofing System.
 - g. If, after installation of the Roofing System by Roofing Contractor, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without the written authorization from RGB.
 - h. Failure to maintain the Roof System as set forth in RGB's "Roof Owner's Maintenance Manual".
 - i. If owner fails to comply with every term and/or condition stated in this 10-year Weathertightness Limited Warranty.
 - j. If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.
 - k. If any panels or other parts are installed in to allow water to cascade on any part of the roof system.
 - l. If roof leaks are due to ventilators, light transmitting panels, valley gutters, dormer, dead valleys, or penetrations of the roof associated with signs, vents, equipment, or other causes.
 - m. Roof jacks and curbs are not preapproved and supplied by RGB.
 - n. If roof leaks are at a tie-in to (1) an existing metal roof manufactured by another company or (2) a dissimilar roof such as a BUR or a rubber roof.
5. RGB shall not have liability or responsibility under or in connection with either this 10-year Weathertightness Limited Warranty or the Roofing System in the event of a failure by any contractor or subcontractor to use all roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips, and flashing provided by RGB [or to substitute therefore only products approved in writing in advance by RGB as equal (if provided by the contractor or subcontractor)].
6. During the term of this Warranty, RGB, its sales representatives and employees shall have free access to the roof during regular business hours.
7. RGB shall not have any obligation under this 10-year Weathertightness Limited Warranty until final drawings of the completed roof are submitted to RGB by the Roofing Contractor and accepted in writing by RGB. Such drawings must show the exact number, size and location of all roof penetrations and roof top equipment. Photos of the roof should accompany the drawings.

5. This warranty shall not become effective and RGB shall not have any obligation under any warranty until all invoices issued by RGB, RGB's customer, and the Roofing Contractor have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any RGB inspection report have been corrected and all RGB procedures have been followed.
6. Neither RGB nor Roofing Contractor shall be responsible for any consequential damages or loss to the building, its contents or other materials.
7. Neither RGB's nor Roofing Contractor's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of such provision or of the right to exercise any right in the future.
8. This 10-year Weathertightness Limited Warranty supersedes and is in lieu of any and all other warranties (whether express or implied) that are either in addition to or in conflict with the term(s) or condition(s) stated herein. ALL EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL EXPRESSED OR IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 10-year WEATHERTIGHTNESS LIMITED WARRANTY.
9. If the subject roof is covered by products of more than one roofing products manufacturer, this 10-year Weathertightness Limited Warranty applies only to those portions of such roof which are covered solely by RGB manufactured products.
10. Notwithstanding any other provision of this 10-year Weathertightness Limited Warranty, RGB shall not have any liability or responsibility at any time for or as a consequence of any condensation or underside corrosion which is or was caused at any time in part or wholly by condensation.
11. Roof panels must be made of a material which carries a 20-year durability warranty from RGB, such as Galvalume or a 20-year durability warranty from RGB, such as a Galvalume or a 20-year warranty painted panel.

WARRANTY RESPONSIBILITY

1st through 2nd year, plus any extension period(s) Roof Contractor
 The remaining balance of the first 10 years from date of completion of installation of the subject Roofing System RGB

This 10-year Weathertightness Limited Warranty is tendered for the sole benefit of the original purchaser as named below and is not transferable or assignable. It becomes valid only when signed by each of Roofing Contractor, Owner and RGB.

EXCEPT ONLY AS EXPRESSLY PROVIDED HEREIN, RGB MAKES NO REPRESENTATION(S) OR WARRANTY(IES) OF MERCHANTABILITY AND WARRANTY(IES) OF FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, WITH RESPECT TO THE GOOD AND/OR SERVICES COVERED HEREBY. NOR DOES RGB MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENT(S), DESIGN(S), COPYRIGHT(S), OR TRADEMARK(S) WHICH MAY COVER ANY OF SUCH GOODS. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM ANY DEFECTIVE GOODS AND/OR WORKMANSHIP SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF. THIS 10-year WEATHERTIGHTNESS WARRANTY MAY NOT BE CHANGED ORALLY.

WARRANTY ACTIVATION

In order to segregate and maintain for the extended period of time covered by the warranty, the records and lot samples necessary to enable RGB to trace the various components manufactured for any defects alleged, RGB requires that the owner, within 90 days from the date the warranty is signed by RGB, must indicate the desire to be covered hereunder, and activate it by a dated execution in the space 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 the buyer prove compliance with this requirement.

Building Owner: _____ RGB SO No.: _____
 Project Name: _____ Roof System: _____
 Location: _____ Roof Pitch: _____
 End Use: _____ Square Feet: _____
 Date of Substantial Completion: _____

Warranty No: **WTW-** _____ RGB Drawings: _____
 Issue Dates: _____
 A for Appr = _____
 O for Const = _____

Roofing Contractor:

By: _____
 Signature: _____
 Title: _____ Date: _____

Manufacturer:
Rigid Global Buildings
 18933 Aldine Westfield Rd
 Houston, Texas 77073

Owner:

By: **Alex Ghodsi**
 Title: **Executive Vice President**

By: _____
 Signature: _____
 Title: _____ Date: _____

 Signature Date