



Rigid Global Buildings 5-year Weathertightness Warranty Standard II

Warranty No:
WTW-

Rigid Global Buildings (RGB) and the Roofing Contractor identified below, (Roofing Contractor), severally warrant [Roofing Contractor for any matter arising during the first two years after substantial completion of the installation of the subject roofing system (a), and RGB for any matter arising after two years from the date of substantial completion but not later than five years from that date] to the original Building Owner (Owner) and is 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 drawings are approved by RGB are in compliance with the final plans and specifications and the Roofing Contractor's workmanship on the building named below will be adequate to prevent leaks for five years commencing with the date of substantial 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 the remaining balance of the original 5-year warranty period. RGB's and Roofing Contractor's aggregate and total liability under this 5-year Weathertightness Limited Warranty is limited to the actual cost of the repair work. In no event shall the cost of the repair work exceed the dollar amount of the original payment made to RGB for the material (roofing system described in (b) below) furnished by RGB. Neither RGB nor the Roofing Contractor makes any warranty or extends any guarantee of performance either expressed or implied beyond that which given herein, including and without limitation, warranties of fitness and/or merchantability, and in no event shall RGB or the Roofing Contractor be responsible or liable for any consequential or special damages, or other loss to the building or its contents, or other materials, or loss to profits arising there from. It is expressly agreed that Owner's remedies expressed or implied in this 5-year Weathertightness Warranty are owner's exclusive remedies.

- (a) The Roofing Contractor shall have responsibility to correct all erection or installation deficiencies until the RGB roof materials perform in a manner which does not allow intrusion of water from the exterior into the building envelope, for a period of twenty-four (24) continuous months from the date of substantial completion, extended by successive twenty-four (24) month periods from the date of completion of repair of any leaks under this warranty.
- (b) 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.)

TERMS, CONDITIONS AND LIMITATIONS

- (1) Owner shall provide RGB and the Roofing Contractor with written notice within thirty (30) days of the discovery of any leaks in the roofing system. Failure of the Owner to do so shall automatically relieve both RGB and the Roofing Contractor of any and all responsibility and/or liability under this five (5) year Weathertightness Limited Warranty. Upon receipt of a Warranty Claim, from either the Owner or the Roofing Contractor, RGB will send a representative to the location specified to inspect the conditions of the claim.
- (2) If upon RGB's inspection, RGB determines that the leak(s) in the Roofing System are not caused by defects in the RGB supplied material, but is as a result of workmanship of the Roofing Contractor or caused by any occurrence specifically not covered by this Warranty, the party requesting RGB's inspection shall be responsible for all direct expenses incurred by RGB to conduct the roof inspection.
- (3) If upon RGB'S inspection, RGB determines that the leak(s) in the Roofing System are caused by defects in the RGB's supplied 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 be in any event be limited to the repair of the Roofing System, subject to the cost limitations set forth above. Otherwise, neither RGB nor the Roofing Contractor's two (2) year liability (which is in lieu of any and all RGB's liability for that period) shall be extended an additional two (2) years from the date of last completed repair, should such repair(s) be necessary during the first two (2) years of the Roofing Contractor's liability or any extension thereof. Further limitations are stated in paragraphs 4 and 5 below.
- (4) Neither RGB nor the Roofing Contractor shall have any liability under or in connection with this 5-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 fresh water or water that contains chemicals of any kind.
 - b. Corrosion caused by substantial fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or other corrosion producing facility.
 - c. Deterioration caused by any corrosive 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 the Roofing Contractor, on the roof.
 - e. Any other cause beyond the Control of RGB.
 - f. If, after the installation of the Roofing System by the Roofing Contractor, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the Roofing System above or below without prior written authorization from RGB.
 - g. If Owner fails to comply with every term and/or condition stated in this 5-year Weathertightness Limited Warranty.
 - h. If any panels or other parts are installed in a manner that does not permit proper drainage of water from all surfaces.
 - i. If any panels or other parts are installed to allow water to cascade on any part of the roof system.
 - j. If roof leaks are due to ventilators, light transmitting panels, valley gutters, dormers, dead valleys, or penetrations of the roof associated with signs, vents, equipment, or other causes.
 - k. If the roof leaks are at a tie in to (1) an existing metal roof manufactured by another company or (2) a dissimilar roof such as BUR or a rubber roof.
 - l. If any flashings, roof penetrations or accessory details are modified without the written approval of RGB.
 - m. Roof jacks and curbs are not preapproved and supplied by RGB.
- (5) RGB shall not have any liability or responsibility under or in connection with either this 5-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 advance by RGB as equal (if provided by the contractor or the subcontractor)].

- (6) During the term of the Warranty, RGB, its sales representatives and employees shall have access to the roof during regular business hours.
- (7) RGB shall not issue, nor have any obligation under this 5-year Weathertightness Limited Warranty until all RGB procedures have been adhered to and all bills for installation, supplies and services have been paid in full to each of RGB and the Roofing Contractor and each material supplier.
- (8) Neither RGB nor the Roofing Contractor shall be responsible for any consequential damages or loss to the building, its contents or other materials.
- (9) Neither RGB nor Roofing Contractor's failure at any time to enforce any of the terms or conditions stated herein shall be interpreted as a waiver of such provision or of the right to exercise any right in the future.
- (10) This 5-year Weathertightness Limited Warranty supercedes and is in lieu of any and all warranties (whether expressed or implied) that are either or 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 said parties and excluded from this 5-year Weathertightness Limited Warranty.
- (11) If the subject roof is covered by products of more than one roofing products manufacturer, this 5-year Weathertightness Limited Warranty applies only to those portions of the roof which are covered solely by RGB manufactured products.
- (12) Notwithstanding any other provision of this 5-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.
- (13) Roof panels must be made of a material, which carries a 20-year durability warranty such as Galvalume or a 20-year painted panel.

WARRANTY RESPONSIBILITY

First through second year, plus any applicable extension period(s)Roofing Contractor
 The remaining balance of the first 5-years from the date of substantial completionRGB

This 5-year Weathertightness Limited Warranty is tendered for the sole benefit of the original owner as named below and is not transferable or assignable. It is valid only when signed by the Owner and the Roofing Contractor and RGB.

Except and only as expressed 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 goods 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 5-year Weathertightness Limited Warranty cannot be changed orally.

The laws of the state of Texas shall govern the rights and duties of the parties under this agreement and jurisdiction and venue shall be Harris County, Texas.

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 buyer, within 90 days from the date that 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 below and by mailing such executed copy to seller via registered mail or certified mail, return receipt requested. It is a condition precedent to the filing of a claim under this warranty that the buyer proves 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