

A Word About Warranties

We all know that nothing lasts forever and we don't expect it to, but we do expect a reasonable life span or value from the products we buy. Place a fancy border on an expensive piece of paper, write the word "Warranty" on the top, and we all get a warm and safe feeling. We rarely read the paper. The truth is, warranties describe what can be expected if conditions are as described on the document. For instance, a tire warranty actually guarantees that the tire will wear, but specifies what can be expected from the tire if properly used and maintained. A paint warranty on a metal panel actually guarantees that the product will fade, and how the panel is expected to fade when properly stored, installed, and maintained. A warranty is never a replacement for professional installation or reasonable maintenance.

Due to verbal claims of the seller, many building architects and owners think they have a warranty when in reality they do not. In order for a warranty to be in effect, it must be in writing. A seller's verbal statement at the time of the sale is usually not enough. A warranty document can give you certain rights that would be unenforceable otherwise. This paper is not intended to offer legal assistance, but rather inform the reader of typical procedures with building warranties. For specific legal advice you will want to contact your licensed attorney. Always ask for and get your warranty in writing.

Should you ever have a claim on a metal panel, the first step is to find the warranty and notify the Contractor who installed the product. He will notify the manufacturer. If you do not have a written warranty, you will most likely be advised that you have accepted the product "as is, where is". There are a number of mills that produce metal panels, and most manufacturers buy from all of them to be competitive with both price and availability. Each manufacturer produces thousands of buildings each year. Without a written warranty, the trail will end leaving the owner without protection. Always ask for your warranty in writing. Many specifiers ask for specimen warranties before allowing the contract and require consummated warranties with final payment. This is a wise practice.

While mills take the responsibility of heating, rolling and painting the coils, there is always a manufacturer that is responsible for roll forming the panel. Your warranty must be issued from the Building Systems Supplier (manufacturer) in order to offer your owner the best protection. A warranty from the mill, unless it can be traced to a manufacturer and if the manufacturer followed the proper procedure for roll forming, is usually of little or no value. Get your warranty from the Building Systems Supplier (manufacturer) to eliminate the many steps that rightfully should be the responsibility of the manufacturer.

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Financial stability of the manufacturer is also very important. Often when a company either changes owners or files for financial protection via the courts, the protection offered by a warranty can be limited or even end. In many of the past twenty years, we have seen a rash of “unconditional” warranties offered by companies that closed their doors or were sold shortly thereafter. In those cases, the warranty that appeared to offer the best protection to the owner, actually offered the least.

What about leak warranties? Doesn't having the manufacturer issue the warranty give my owner the best protection? While this sounds logical, this process can work against you. There are a number of very well designed and manufactured products on the market, but unless the erector installs that roof in accordance with the manufacturer's directions, the roof performance becomes unpredictable. In some cases, the contractor took *less* interest in following directions because the Architect eliminated him from the warranty process. A well-written specification makes the manufacturer, contractor, and erector a party to the warranty. Everyone becomes vested in providing a quality product.

The project Architect may want to have the manufacturer give a quick lesson on the basic fundamentals of roof installation so his periodic visits become more meaningful. Many Architects have networked with independent third party inspectors that make periodic visits as well. Having experienced specifiers or third party inspectors is very potent medicine. Manufacturers who inspect the contractor's work are placed in a position fraught with conflict. No one wants to critique their customers. Payment to the manufacturer now becomes contingent upon acceptance of labor that is not under control of the manufacturer. The obvious conflict is usually not in the best interest of the owner.

Having manufactured tens of thousands of buildings, we have learned that when a building is installed in accordance with specifications provided by Nucor, the roof will perform as designed. Leaks usually do not appear suddenly after ten years or so. In most cases, if the roof performs well for the first two to five years, it will continue to perform many years thereafter. It is important to note that if a leak occurs early on, it be repaired quickly and in accordance with manufacturer's recommendations. Tar, pitch, or topically applied caulks are never an approved method.

Each party to a construction site has specific strengths and responsibilities. Architects research the owner's needs and couple those needs with well-designed products to make a professional project. Manufacturers and suppliers turn raw materials into building components. Contractors turn these raw materials into buildings by using their on site construction expertise. Should a warranty issue arise, manufacturers look to those same contractors for on site remedy. They possess the labor force, the expertise, and the proximity to the site to care for the owner.

Usually a leak occurs due to a mis-coordination of trades. A mechanical contractor who is well trained in his discipline may not know the proper way to install a vent through a metal roof. In other cases, a minor mistake by an installer may be at fault. In any event, the best remedy is to contact the local contractor responsible for installation to review and make repairs. The local source is fast, simple, and efficient. After all, the goal of everyone on the site is to provide quality products and services to the owner. We all partner to provide the best value we can.