

## All About Weather-tightness Warranties

We have had a number of calls from owners and contractors concerning weather-tightness warranties. Most of these people expect Nucor to roll out a construction crew and undertake the repair of a roof. Few understand that Nucor is a fabricator of buildings and is not a contractor. Most contractors do not understand that they are ultimately responsible for the labor they provide and the manufacturer is responsible for the material and material design.

At this writing, Nucor has better than 150,000,000 square feet of CFR™ in the marketplace. Our roofs protect buildings from Mexico to Canada, and all across the United States, in all types of climates. You can rest assured that Nucor sells one of the best roofs on the market. We know our design is solid from the severe conditions in which they are located and the years of service they have provided.



For the most part, leaks occur at just a few locations. These locations are usually due to either erector error or some addition by the owner (antennas, security system wiring, additional plumbing and the like). Nucor is a designer and fabricator of building systems. In order for the system to perform, it must be installed in accordance to Nucor specification. Our roof is very predictable when installed in accordance to specification. When our directions are not followed, the results are predictably unpredictable. In other words, the roof usually leaks.

**What does Nucor's weather-tightness warranty mean?** Nucor's weather-tightness warranty assures the owner that Nucor stands solidly behind their

material and design. In order for this design to be predictable, the installer must follow instructions from Nucor. Should the roof not be installed in accordance with design, the buyer must take responsibility for *his* design change. The contractor must warrant *his* labor while Nucor warrants our material and design.



**Why doesn't Nucor have crews to undertake warranty work?** As fabricators, we are not licensed nor equipped to work in the capacity of a contractor. That is why we partner with the buyer for services Nucor does not provide. We are not in the business of competing with our customers, and being in the construction business would do just that. A responsible contractor has no problem standing behind their work. Construction is a local business. If a problem arises it is most efficient and cost effective to attend to it on a local and personal basis.

**What happens if an owner calls with a leak?** Since we are fabricators, we must rely upon the buyer for construction services. We contact our customer and arrange for a visit to the site. We will be happy to review the roof with our customer (and his erector). Nucor will provide a written report to our customer of our findings. If corrections are required Nucor will provide our recommended repair. The contractor will take responsibility for the repair for the life of the warranty.

**Who pays for the visit by Nucor?** Generally speaking if we are in the area, these calls are a courtesy to the Buyer. Should a special trip be scheduled, there is a charge for the visit. This charge is \$375 per day plus reasonable expenses. Should the issue be a Nucor problem, we forgive the invoice. This is spelled out in your Builder Administration Manual.

**What happens if the leaks are due to Nucor?** We have so much history behind our product that this is rare. However, it does happen. Usually a Nucor problem is due to some raw material issue that is difficult or impossible to discover until the roof is on. This occurrence happens to all manufacturers. In that case, Nucor is responsible for the costs of repair.

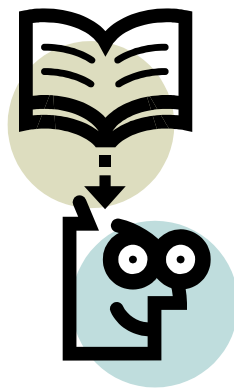


**What happens if the leaks are due to a sub-contractor who did not follow instructions?** We warrant our roof to withstand weather when it is installed properly. This is just one of the reasons that it is important to deal with reputable erectors who do the job right and stand behind their work. Unfortunately, if the roof is not installed in accordance with our specifications, the buyer is responsible for the costs of repair to the owner. If you do not self perform installation, be sure that the erector you choose is dependable and is true to their word.

**Couldn't Nucor just inspect the roof and then assume all responsibilities to the owner?** There are many hidden details and discrete sealants that are impossible to visually inspect. Without these important details, it is possible for moisture to enter. We cannot inspect quality into a product. Quality must be built in. We feel strongly that each buyer should select the erector carefully and then monitor the work daily. Once a roof is installed incorrectly, it is like "unscrambling" an egg to make the repair.

**Is it true that Nucor covers all leaks after the first two years?** Nothing could be further from the truth. During the first two years, all leaks are handled by the buyer. This is reasonable and customary in our industry. For the remaining warranty years both Nucor and the Buyer work together to remedy issues with the roof. Each party is responsible for their respective scopes of work. The contractor warrants labor; the manufacturer warrants material.

**How can I know if a roof is being installed properly?** It is important for all buyers to know about the products they manage. All manufacturers have published information that makes the chore of daily review easy. Nucor has both erection drawings and manuals that will educate you in a matter of a few hours. We also have periodic Erector Training Sessions. These sessions will greatly help the erector as well as the jobsite managers and inspectors who want to be knowledgeable. The costs of the one day seminar is free and is open to Nucor Builders, Contractors with orders pending, Erectors who erect Nucor Buildings, and metal roof inspectors. Travel costs, lodging, and meals are not included. Contact the Construction Services Tech in Terrell if you wish to attend.



**Does Nucor supply on site supervision for the entire project?** We do not. If you have a need for a full time superintendent or inspector it will be necessary to contract with a company or person regularly engaged and qualified in that business. As fabricators, we do not supply construction supervision.

**I have attended erection seminars sponsored by manufacturers. I don't need to attend Nucor's Seminars do I?** Some of the skills taught at other manufacturers seminars are transferable. However, if you want to know about installing Nucor CFR™ correctly, you must attend a Nucor school. Many of the details differ and what may be acceptable with a competitor may not be acceptable with the Nucor roof.

**Some metal building companies have no objection to even the most stringent warranty. Why is it that Nucor and few others are more cautious with warranties?** Since 1997 more than thirty steel mills located in the United States have filed for protection under federal bankruptcy laws. Many Metal building companies have filed for protection or changed owners. When a company is sold, the assets transfer, but the liabilities do not. Warranties fall under this action. Today, there are a number of companies that are financially strapped and live only for the cash flow narcotic of the next order. Out of desperation, concessions are made concerning warranties. A warranty written on a company that may not be in business is of little value. A good warranty is one from a financially sound company that ties the installer to the warranty period to the owner.

**The Architect on a project has specified a special "No Dollar Limit Warranty". What does this mean and how do I get this done?** Nucor's Warranties have a cap of 20 cents per square foot on the 10 year warranty and 50 cents per square foot for the twenty year warranty. If a special warranty is required, we analyze this just as we would any other special request. Is the project attractive to Nucor? What are our business reasons for going after this customer and this project? Each project stands on its own and just because we agreed on the last project doesn't mean that the next project is attractive.

We will ask for some special actions to be taken on the project.

1. There may be additional costs involved in the price of the job.
2. We will ask for the name and qualification statement of the erector at the bid stage.
3. This qualification statement is basically a resume. We will expect that a list of projects and references be given. We will expect a company history will be listed. We may ask for financial data. Other requirements may apply.
4. We will insist that both our customer and the erectors that will be on site attend our seminar at Nucor's plant.
5. We will expect that the buy understand that Nucor will stand behind the material and design and the buyer must be responsible for his labor for the entire warranty period.
6. We will expect that the buyer will perform daily inspection visits to the site and that a final inspection be made by the buyer.
7. The buyer must certify that the erection is accomplished in accordance to Nucor's specifications.

Should the customer fail to complete any of these tasks, Nucor's sole liability for not issuing a warranty is the cost of the warranty charged to the buyer. Contact your Sales Service Manager should you wish to quote a project with a weather-tightness warranty with special provisions.