



## 20 YEAR NUCOR SR2 STANDING SEAM WEATHERTIGHTNESS WARRANTY

Purchaser and Nucor Building Systems (NBS) hereby warrant to the Original Owner of the structure on which NUCOR "SR2" Standing Seam panels are installed for a period of twenty (20) years from the shipment date, which Purchaser shall repair or stop any roof leaks due to ordinary wear and tear by the elements, subject to the terms and conditions listed below.

Purchaser and NBS agree that Purchaser assumes sole responsibility for installation performance and agrees to hold NBS harmless for the first 24 months of this warranty (from shipment date). Purchaser shall be primarily liable to the Original Owner under this warranty, but NBS guarantees Purchaser's performance hereunder. Deficiencies discovered within the first 24 months are the responsibility of the Purchaser for the warranty period.

### **Purchaser's Obligations:**

- A. Purchaser, or his designated agent, shall inspect the installation both inside and outside in accordance with the maintenance instructions provided to ensure the roof remains in the installed condition.
- B. Purchaser shall periodically clean the roof to remove debris, silt, and other contaminants and obstructions to flow of runoff. This cleaning shall be performed at least as frequently as outlined in the maintenance instructions.
- C. Caulking and sealing materials shall be maintained and replaced as necessary as outlined in the maintenance instructions.

### **There shall be no liability on NBS for roof leaks or damage to the roof caused by or associated with:**

- A. Corrosion caused by exposure to marine (salt water atmospheres), constant spray of either salt or fresh water or corrosive chemicals, ash, or fumes generated or released inside the building or from nearby chemical plants, foundries, plating works, kilns, fertilizer manufacturers, and the like, including, moisture build-up due to inadequate or poor ventilation of interior. The fact that contaminants may not have been identical or existent at time of installation shall not obligate NBS under the provisions of this warranty.
- B. Ventilators, skylights, gutters, valleys, flashings to parapet or to other structures or penetration to the roof associated with signs, vent equipment or other causes.
- C. Negative building air pressure.
- D. Suspension on the building of any weight in excess of design conditions, defects in the foundation, excessive scraping or excessive walking on the roof.
- E. Improper installation, such as non-compliance with instruction from erection manual or generally unaccepted erection procedures.
- F. Any other cause beyond control of NBS. Any claim arising from this warranty for any cause whatsoever shall be deemed WAIVED by Purchaser unless written notice thereof is given to NBS and Purchaser within thirty (30) days after discovery of claimed defect or thirty (30) days from time such defect should have been discovered after exercise of reasonable diligence and within the dated warranty period. NBS shall be given reasonable opportunity to review the installation prior to Purchaser making or causing to be made any repairs to the Roof. No components or materials shall be returned to NBS without NBS's review and approval and receipt from NBS of written shipping instructions. NBS reserves the right to undertake, supervise, or approve such repair work.
- G. Damages to the roof or structure due to acts of God.
- H. Any occurrence specifically excluded by the material warranty.
- I. Damage resulting from settlement, expansion, deflection of structural load-bearing members or movement of roof, walls, steel frame or secondary structural members of equipment including building foundations and vibrating, reciprocating or rotating machinery.
- J. Changes in building usage or utilization.
- K. Standing water (ponding) with particular references to protective finish of roof panels.
- L. Damage resulting from falling objects, projectiles (however propelled), foot traffic, and storage of material of any kind on the roof, recreational activities, misuse or other abuse of the roof.
- M. Movement or deterioration of metal components and/or dissimilar metals in direct contact with or adjacent to the NBS roof system unless such components are an integral part of the wall system and have been approved or designated by NBS as a part of the roof systems purchased by Purchaser.
- N. Failure of any materials, assemblies or components furnished by others whether identified to NBS at the time of bid or not.

LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE ACTUAL COST OF THE REPAIR WORK AND IN NO EVENT SHALL EXCEED THE SUM OF \$\_\_\_\_\_ IN THE AGGREGATE FOR ALL CLAIMS MADE HERE UNDER, NOR SHALL PURCHASER OR NBS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS TO THE BUILDING, ITS CONTENTS, OR OTHER MATERIALS.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, EXCEPT FOR NUCOR BUILDING SYSTEMS' SEPARATE MATERIAL WARRANTY PERTAINING TO THE SAME BUILDING.



This warranty shall be void if building is moved from its original location or if all of NBS's specifications are not followed in performing any repair work covered by this warranty. This warranty is valid only if all the provisions of the material warranty are followed. Any breach of the material warranty negates Nucor of responsibility on the weathertightness warranty.

Nucor shall not have any obligation under any warranty or guarantee until all bills for material, installation and erection of said building and component thereof and labor and other work performed by the Purchaser have been paid in full by the Owner. Purchaser, or his designated contractor, shall inspect material received from NBS prior to installation so as to mitigate expenses of NBS to repair the SR2 Roof System. Builder has certified that Nucor panels were stored and installed in accordance with Nucor instructions. In the event Panels were not stored and installed in accordance with Nucor instructions, the Builder and/or those responsible for installation assume all liabilities to the Owner.

This warranty is extended to Purchaser as the original purchaser from NBS and is non-transferable and non-assignable. No rights against NBS shall be, created by any transfer or assignment. Purchaser, original owner or its agents or representatives shall not claim, represent or imply nor permit its customers, distributors, applications, or contractors to claim, represent or imply that this warranty extends or is available to parties other than Purchaser, and to the limit of its legal right to do so. Purchaser shall cause any party to cease and desist of any such misrepresentations. This condition shall constitute a material term of this warranty and its violation by Purchaser shall excuse NBS from its obligations hereunder. Oral statements made by NBS's representatives and written descriptions of the products appearing elsewhere than on the face hereof are not warranties and shall not be relied upon by Purchaser. This writing constitutes the final, complete and exclusive expression of the terms of the parties' agreement. Any modifications hereof, to be effective, shall be in writing, shall expressly refer to this warranty, and shall be signed by an authorized representative of NBS.

**Preventative Maintenance Manual:** Your building will occasionally need attention to maintain current aesthetic appeal, warranty coverage, weathertightness and proper working order of accessory items. Nucor Building Systems has made available a Preventative Maintenance Manual for you, the end owner. The purpose of the manual is to assist in your efforts in maintaining and protecting your new building. You can access and print the Preventative Maintenance Manual by going to our website ([www.nucorbuildingsystems.com](http://www.nucorbuildingsystems.com)).

Rev. 03/12