LIMITED 20 YEAR
WEATHERTIGHTNESS WARRANTY

Inland Buildings (Seller) warrants to the original purchaser only (Buyer) as shown below that subject to the limitations, terms, conditions, and exclusions set forth herein:

I. Seller warrants to Buyer that the building roof which is the subject of this warranty, if erected according to Inland Buildings erection manual and erection drawings in a workmanlike manner, will not leak for a period of 20 years from the date of shipment from the plant, provided that the total liability of all signatories to this guarantee in no event exceeds $0.20 per square foot for the aggregate of all claims made hereunder. 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 20-year warranty period.

WARRANTY DISCLAIMER

II. This warranty is in lieu of all other warranties (save and except any written warranties issued by seller and signed by an officer of seller for a specific roof system), whether express, implied or statutory, and all other liabilities (contract, tort or otherwise, including negligence) and seller makes no warranty of merchantability or of fitness for any particular purpose. This warranty will automatically terminate and become void upon the sale, transfer or conveyance (except to secure debt) of the products or building or property on which the products are erected in consideration of the sale of the products and this warranty, seller shall not be responsible or liable for any consequential, incidental or special damages, expenses, loss to the building or loss of use thereof, either in contract, negligence or tort, arising out of any failure of the products, breach of warranty or for other cause. Seller does not make any warranty or assume any obligation with respect to the validity of any patents, designs, copyrights or trademarks which may cover such products. The conditioning of liability, rights, obligations and remedies of the parties relating to claims arising from defective products shall be governed exclusively by the terms hereof.

LIMITATIONS ON AND CONDITIONS OF WARRANTY

A. This warranty is subject to the following conditions, terms, limitations, and exclusions.

B. **This warranty applies only to the above-described products of Seller and does not cover accessories, fixtures, insulation goods or materials not manufactured but sold by Seller. The warranty shall be valid and apply to Seller's products only if the products are erected and installed strictly in accordance with Seller's engineering plans and specifications; all applicable erection standards and procedures regularly published by the metal building manufacturer's association; and current erection manuals issued by Seller. Any modifications or deviation or variation from the specified materials, products, or specified erection procedures without the prior written consent of an officer of Seller, will void this warranty.**

C. ACTIVATION: In order to segregate and maintain for the extended period of time covered by this warranty, the records and lot samples necessary to enable Seller to trace the various components manufactured for any defects alleged, Seller requires that Buyer, within 90 days from the date of this warranty, 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 Buyer proves compliance with this requirement.

D. This warranty is limited to the original owner of the building (Buyer), is specifically non-assignable, non-transferable and is effective only if activated by strict compliance with the provisions of paragraph **C** above (activation), following execution by all parties.

E. Buyer shall exercise diligence in inspection of materials as received from Seller prior to utilization to mitigate expense involved in repairing, repainting, or replacing nonconforming products.

F. This warranty is applicable only to product damage or failure caused by normal atmospheric exposure which shall not be construed to include the following conditions which are specifically excluded from this warranty.
   1. Deterioration caused by marine (salt water) atmospheres or by constant exposure to either salt or fresh water. As used herein, the term constant exposure to water includes contact with water caused by inadequate vapor barrier installed in the building.
   2. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizers, animal waste, or any similar foreign chemical substances.
   3. Deterioration caused by corrosive fumes or condensates of harmful substances generated or released inside the building.
   4. Damage due to contact with green or wet lumber, lead, calcium, copper, or water run-off from these substances.
   5. If the products are erected in an area which is originally a "normal, atmospheric exposure" but the environment subsequently changes to one that is not a "normal" atmosphere (e.g., The construction of a chemical plant nearby) this warranty will then be void.

G. This warranty specifically excludes the following:
   1. Damages caused by workers or other traffic on the roof.
   2. Damages caused by act of God including, but not limited to, lightning, strong gale, hurricane, tornado, earthquake, fire, or flood.
   3. Damages caused by any other cause beyond the control of Seller, including but not limited to, the following examples:
      a. If after installation of the roof system by the erector, there are alterations, such as, but not limited to, structures, fixtures or utilities being placed upon or attached to the roof without prior authorization from Seller.
      b. If there is any failure by the Buyer or other occupant to use reasonable care in roof maintenance.
      c. If Buyer fails to comply with every term and/or condition stated in this 20-year limited weathertightness warranty.
      d. Inadequate ventilation of the attic space between the roof panel and insulation if installed directly on top of existing roof.
      e. The use of an inadequate vapor barrier when the insulation is installed immediately beneath roof panels.
      f. Mechanical, chemical, or other damage sustained during shipment, storage, or during or after erection, or movement of the building from its original location.
      g. Damage caused by failure to provide free drainage of water (including internal condensation) from overlaps and all other surfaces of the sheets or panels.

SAMPLE

h. Damage caused to the metallic coating by scouring or cleaning procedures.
i. Deterioration of the panels caused by wet storage stain due to water damage or condensation.
j. Presence of damp insulation or other corrosive materials in contact with or near the panel.
k. Deterioration to the panels caused directly or indirectly by panel contact with fasteners.
l. Leakage or damage to the roof caused by or associated with suspension on the building of any weight more than design conditions, defects in the foundation, jumping, scraping, excessive walking on the roof, or any slopes of the roof or sections of the roof flatter than 1/4:12.
m. Panel staining or corrosion caused by drill shavings not cleaned from roof immediately during or following installation.

H. This warranty is limited to products of Seller which are sold and erected within the continental United States of America, including Alaska and Hawaii.

I. This warranty shall not apply to any structural or panel failure attributable to engineering design caused by incorrect, inadequate, or erroneous design information transmitted to Seller, by or through the owner, contractor of their respective design representative.

J. Claims for any defects or breach of this warranty must be submitted by the owner, or owner's representative, by written notice via email to customerservice@inlandbuildings.com within the warranty period and within thirty (30) days of the occurrence of a failure or breach of warranty so that Seller has a reasonable opportunity to inspect the products.

K. During the term of this warranty, Seller, its sales representatives, or employees shall have free access to the roof during regular business hours.

L. Seller extends this warranty upon the condition that its provisions will be governed solely by the laws of the state of Texas. Seller's failure at any time stated herein shall not be construed to be a waiver of such provision.

M. If upon Seller's inspection, Seller determines that the leaks in the roofing system are caused by defects in the manufactured materials or roofing systems, repair obligations shall then arise in accordance herewith, but Buyer's remedies and Seller's liability shall in any event be limited to repair of the roofing system subject to the cost limitations set forth herein.

N. This warranty will not be effective and binding on Seller until payment in full for the products has been received by Seller and erector and the warranty has been signed by an officer of Seller.

O. This warranty may not be modified, amended, or supplemented except by written agreement signed by an authorized corporate officer of Seller.

P. Seller's and erector's aggregate total cumulative liability under this warranty is limited to the dollar amount of the owner's original payment made to them, but in no case shall the cumulative liability exceed $.20 per square foot for materials furnished by Seller only and for the installation of those materials only.

Q. Any dispute arising out of the installation or Limited Warranty of the subject roofing system will be settled by arbitration. One arbitrator appointed by the American Arbitration Association from a commercial panel will hear this dispute. The decision of the Arbitrator shall be final and binding on the parties both as to law and fact and shall not be appealable to any court in any jurisdiction. The parties shall share the expenses of the arbitration equally unless the Arbitrator determines that the expenses be otherwise assessed. Arbitration shall take place in Houston, Harris County, Texas.

WARRANTY RESPONSIBILITY

1st through 2nd year – Building Contractor (plus any extension periods). 3rd through 20th year – Inland Buildings
The Building Contractor is responsible for the weathertightness of the complete roof for the first two years, and for two years after the repair of any portion of the roof made during the initial two-year period.

Job Number: _____ Effective Date: _____

Building Location: _____

Roof Sq Ft.: _____ Roof Profile: _____ Roof Gauge: _____ Roof Color: _____

Inland Buildings
Printed Name: _____
Signature: _____ Date: _____
Title: _____

Buyer
Printed Name: _____
Signature: _____ Date: _____
Address: _____ Phone: _____
City, State Zip: _____

Installer
Printed Name: _____
Signature: _____ Date: _____
Address: _____ Phone: _____
City, State Zip: _____

Installer hereby guarantees that the building structure and covering are erected in accordance with Inland Buildings' erection instructions and industry standards, incorporating competent workmanship, and that they will correct any roof leaks resulting from improper workmanship.

SAMPLE