



# WEATHERSURE

EXTERIOR MATERIAL  
AND FINISH  
LIMITED WARRANTY

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**Contractor:**

**Owner:**

**Address:**

**City:**

**State:**

**Square Feet of Wall Area:**

**Panel Type & Color:**

**Square Feet of Roof Area:**

**Panel Type & Color:**

**Job Number:**

**Effective Date:**

The Manufacturer warrants its products as provided and subject to the limitations and exclusions set forth herein:

1. Galvalume AZ 50 and AZ 55 aluminum-zinc alloy-coated panels will be free of manufacturing defects and are warranted against perforation due to corrosion caused by normal atmospheric exposure, rupture or structural failure, for the above stated Warranty Term when panels are used on pitches 1/4:12 and greater or vertical. Embossed substrate is excluded from the material warranty. **Warranty Term: 25-Years**
2. SP COOL™ (Silicone Modified Polyester - SMP) pre-painted galvanized panels (G-90 Coatings), and SP COOL™ (Silicone Modified Polyester - SMP) pre-painted Galvalume AZ 50 aluminum-zinc alloy-coated panels are warranted for the above stated Warranty Term as follows:
  - (a) When the panels are used as vertical surfaces:
    - (i) the paint will not crack, check or peel;
    - (ii) the paint will not chalk in excess of a numerical rating of eight (8) when measured in accordance with the standard procedure specified in ASTM D 4214; and
    - (iii) the paint will not fade or change in color in excess of five (5) units of color difference ("NBS Units") when measured in accordance with the standard procedure specified in ASTM D 2244-85, paragraph 6.3. **Warranty Term: 25-Years**
  - (b) When the panels are used as surfaces other than vertical surfaces, the paint will not crack, check or peel.
3. SmartKote® (PVDF) pre-painted galvanized panels (G-90 Coatings) and pre-painted Galvalume AZ 50 aluminum-zinc alloy-coated panels are warranted as follows:
  - (a) When the panels are used on pitches 1/4:12 and greater or vertical exposure.
    - (i) SmartKote® (PVDF) paint will not peel, crack, check or chip for the above stated Warranty Term.
    - (ii) SmartKote® (PVDF) paint will not chalk in excess of a numerical rating of nine (9) for vertical surfaces and eight (8) for non-vertical surfaces with slope greater than 1/4:12 when measured in accordance with standard procedure specified in ASTM D 4214, for the above stated Warranty Term. SmartKote® (PVDF) paint will not fade or change color in excess of four (4) units of color difference ("NBS" Units) for vertical surfaces and five (5) units of color difference ("NBS" Units) for non-vertical surfaces with slope greater than 1/4:12 when measured in accordance with standard procedure specified in ASTM D 2244-85, Paragraph 6.3. **Warranty Term: 35-Years**

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

1. This Warranty applies only to the above-described products of the Manufacturer and does not cover accessories, fixtures, insulation, goods or materials not manufactured but sold by the Manufacturer. This Warranty shall be valid and apply to the Manufacturer products only if the products are erected and installed strictly in accordance with the Manufacturer's engineering plans and specifications; all applicable erection standards and procedures regularly published by the Metal Building Manufacturer's Association; and current erection manuals regularly issued by the Manufacturer. Any modification of, deviation or variation from the specified materials, products or specified erection procedures without the prior written consent of an officer the Manufacturer will void this Warranty.
2. 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:
  - (a) Damage or deterioration caused by marine (saltwater) atmospheres or by constant exposure to either salt or fresh water. As used herein, the term constant exposure to water includes standing water caused by inadequate roof drainage or condensation caused by inadequate vapor barrier installed in the building.
  - (b) Corrosion, damage or deterioration caused by deposits of or exposure to atmosphere containing corrosive chemicals, ash, or fumes including, but not limited to , those substances and exposures from chemical plants, foundries, steel mills, power generating facilities, oil refineries and fields, plating works, kilns, paper mills, or by fertilizers, animal waste or any similar foreign chemical substances.
  - (c) Damage or deterioration caused by corrosive fumes or condensates of harmful substances generated or released inside the building.
  - (d) Damage or deterioration due to contact with green or wet lumber.
  - (e) If the products are erected in an area that 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.
  - (f) Damage or deterioration caused by water runoff from lead or copper flashings or areas in metallic contact with lead or copper flashings.
  - (g) Damage or deterioration caused by condensate runoff from mechanical systems such as HVAC equipment or similar devices containing copper or lead.
  - (h) Damage or deterioration caused by or significantly contributed to by (i) improper storage, shipping, or handling of the products prior to erection of the metal building; or (ii) failure or deficiency in the metal substrate to which the finish is applied.
  - (i) Damage or deterioration caused by cleaning with abrasive or chemical cleaners.
3. During the term of this Warranty the Owner shall perform routine inspections and maintenance in accordance with the Manufacturer' Preventative Maintenance Manual in effect at the Effective Date of this Warranty, the provisions and requirements of which are incorporated herein by reference. Owner shall maintain records of maintenance and inspections that shall be made available to the Manufacturer and Contractor upon request. If damage or failure is determined to be caused by the Owner's failure to perform routine maintenance and inspection to the roof system in accordance with the Preventative Maintenance Manual, or otherwise exercise reasonable care for the protection and maintenance of the roof system, this Warranty will terminate, be void and the Manufacturer shall have no liability to Owner under this Warranty. Additionally, if upon investigation it is determined that remedial repairs have been performed inconsistently with the Manufacturer's erection plans, specifications and details the Warranty will terminate, be void and Manufacturer shall have no liability to the Owner under this Warranty. The Manufacturer reserves the right to inspect the roofing system upon reasonable notice to the owner, and the owner agrees to provide access to the building and roofing system to the Manufacturer.
4. This Warranty is limited to products of the Manufacturer, which are sold and erected within the contiguous United States of America or Canada and in excess of 1000 ft. from seashore or any other body of salt water.
5. 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 the Manufacturer by or through the owner, contractor or their respective design representatives.

6. Owner covenants and agrees that during the term of this Warranty, the Owner shall procure, maintain and keep in force, property, casualty, and liability insurance to protect against all insurable losses, and to the full extent that such insurance is available, waives any and all rights of subrogation, including without limitation, legal, equitable and contractual claims, against the Manufacturer for losses covered by such insurance, whether based upon any cause of action, including, but not limited to, tort, contract, warranty or strict liability.
7. This Warranty is intended for the sole benefit of the original Owner named above, and is not transferable or assignable. 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. There are no other parties or intended beneficiaries to this Warranty. This Warranty constitutes the entire agreement of the parties and may not be modified, amended or supplemented except by written agreement signed by the parties. Any consents, waivers, or approvals required of the Manufacturer shall be effective only if in a written instrument signed by a duly authorized officer or representative of the manufacturer.
8. The remedy for a failure of the AZ 50 and AZ 55 aluminum-zinc alloy-coated substrate ("galvalume") of all products incorporating a galvalume coating shall be limited solely to replacement of the failed products and excludes any other costs, expense or damage, including but not limited to, labor, service, removal, or installation expenses or other consequential or incidental loss.
9. Claims for any defects or breach of this Warranty must be submitted by the owner, or owner's representative, by written notice within the warranty period and within thirty (30) days of the occurrence of a failure or breach of warranty so that the Manufacturer has a reasonable opportunity to inspect the products. Failure to give timely notice shall invalidate this warranty. Owner will exercise reasonable diligence in inspection and maintenance of the products in order to mitigate expense involved in repairing, replacing or repainting the products.

The Manufacturer's responsibility and liability pursuant to this Material Warranty for failure of the SmartKote® or SP COOL™ paint system is expressly limited to the replacement, repair or repainting of the defective material.

**In consideration of the terms of sale of the products and this Warranty, the Manufacturer shall not be liable for any consequential or incidental damages, expenses, or 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.**

This Warranty will not be effective and binding on the Manufacturer until (1) payment in full for the products has been received by the Manufacturer; (2) the Warranty has been signed by an authorized representative of the Manufacturer; and (3) a copy of this Warranty has been accepted and signed by the owner and returned to the Manufacturer within ninety (90) days of the Manufacturer's signature on this warranty.

This Warranty may not be modified, amended or supplemented except by written agreement signed by an authorized corporate officer of the Manufacturer. The respective terms of this Warranty are severable and the invalidity or unenforceability of any provision of this Warranty shall not impair or affect the other provisions, which shall continue in full force and effect.

**EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE MANUFACTURER AND CONTRACTOR MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR DOES THE MANUFACTURER OR CONTRACTOR MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, COPYRIGHTS OR TRADEMARKS WITH RESPECT TO THE MATERIALS.**

**THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM DEFECTIVE GOODS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF.**

This Warranty shall be governed by and construed in accordance with the laws of the State of Alabama.

**AMERICAN BUILDINGS COMPANY  
A NUCOR Company**

**Architectural Metal Systems**  
A Division of American Buildings Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Owner: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE