



WEATHERTIGHTNESS WARRANTIES



www.vulcansteel.com
1-800-258-3369



500 Vulcan Parkway · Adel, Georgia 31620 · Phone (229) 896-7903 · Fax (229) 896-7974

STANDARD-I WEATHERTIGHTNESS WARRANTY

VULCAN STEEL STRUCTURES, INC. (hereinafter referred to as "Manufacturer") and roofing contractor whose signature appears below ("Roofing Contractor") severally warrant (See Note 1 below) to the original building Owner ("Owner") that, subject to the express terms, conditions and disclaimers set forth below, Roofing Contractor's workmanship on the roof system on the building identified below ("the Roof System") (See Note 2 below) will be adequate to prevent leaks for a period of twenty (20) years from the date of substantial completion of the installation of the Roof System. This warranty will be fully satisfied by the repair of the Roof System, and any such repairs shall carry a warranty against leaks only for the then remaining balance of the original twenty (20) year warranty period. MANUFACTURER'S AND ROOFING CONTRACTOR'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY IS LIMITED TO : (i) MANUFACTURER NOT TO EXCEED \$0.20 PER SQ. FT. [SQUARE FOOTAGE CALCULATED FROM MANUFACTURER INVOICES FOR THE ROOF PANELS (COVERED UNDER THIS WARRANTY) USED ON THE PROJECT] AND (ii) TO THE ROOFING CONTRACTOR FOR THE ORIGINAL COST OF THE INSTALLATION OF THOSE MATERIALS.

Note 1: The Roofing Contractor shall cause the Manufacturer Roof System to perform in a manner which does not allow intrusion of water from the exterior of the Manufacturer Roof System in to the building envelope, for a period of twenty-four (24) continuous months after the Date of Substantial Completion, extended by successive twenty-four (24) periods from the date of any leaks reported or repaired within the relevant twenty-four (24) month period. In addition, the Roofing Contractor shall have the sole and exclusive responsibility to correct all erection and/or installation deficiencies in the Manufacturer Roof System for the entire duration of this twenty 20-Year Weathertightness Limited Warranty.

Note 2: Roof System is defined as the Manufacturer furnished roof panels, flashing and related items used to fasten the roof panels and flashing to the roof structure (including roof jack and curb attachments preapproved, in writing, by Manufacturer)

IN NO EVENT SHALL EITHER MANUFACTURER OR ROOFING CONTRACTOR HAVE ANY LIABILITY FOR ANY COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY TYPE, WHETHER OWNER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT OWNER'S REMEDIES EXPRESSED OR IMPLIED IN THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY ARE OWNER'S EXCLUSIVE REMEDIES.

TERMS, CONDITIONS, LIMITATIONS

- Owner shall provide Manufacturer and Roofing Contractor with written notice within thirty (30) days of the discovery of any leak(s) in the Roof System. Failure of the Owner to do so shall automatically relieve both Manufacturer and Roofing Contractor of any and all responsibility and/or liability under this 20-year Weathertightness Limited Warranty. Upon receipt of a Warranty Claim, from either the owner of Roofing Contractor, Manufacturer will send a representative to the location specified for an inspection of the site. Vulcan Steel Structures, Inc. Warranty Department, 500 Vulcan Parkway, Adel, GA 31620.
- If upon Manufacturer's inspection, Manufacturer determines that the leaks in the Roof System are not covered by this warranty, the party requesting Manufacturer's inspection shall be liable for all direct expenses incurred by Manufacturer to conduct the roof inspection.
- If upon Manufacturer's inspection, Manufacturer determines that the leaks in the Roof System are caused by defects in the Manufacturer Roof System's material or in the workmanship of the Roofing Contractor, Roof System repair obligations shall then arise in accordance herewith, but Owner's remedies and Manufacturer's liability shall in any event be limited to repair of the Roof System, subject to the cost limitations set forth above. Further limitations are provided in paragraphs 4, 5, 6 & 7 below.
- Manufacturer shall have no liability or responsibility under or in connection with either this 20-year Weathertightness Limited Warranty of Roof System if any one or more of the following shall occur.
 - Failure by Roofing Contractor or any Contractor or subcontractor to follow Manufacturer's recommended installation instructions of approved specifications of drawings for the layout, design and erection of the Roof System. It shall be the Roofing Contractor's sole and exclusive responsibility to strictly follow Manufacturer's recommended installation instructions or approved specification or drawings for the layout, design and erection of the Roof System.
 - If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.
 - If any panels or other parts are installed to allow water to cascade on any part of the roof system.
 - If roof jacks and curbs are not preapproved by Manufacturer.
 - If any flashings, roof penetrations of accessory details are modified without the written approval of Manufacturer.
 - Failure to use long-life fasteners in all applications.
- The improper use of roof seaming equipment supplied by either the Manufacturer or the Manufacturer's Authorized Seamer Provider, may result in this and all warranties being void and the engineering data for the roof system being invalid. The use of roof seaming equipment which is not supplied by the Manufacturer or the Manufacturer's Authorized Seamer Provider, will void this warranty.
- Neither Manufacturer nor Roofing Contractor shall have any liability or responsibility under or in connections with either this 20-year Weathertightness Limited Warranty or the Roof System, if one or more of the following shall occur.
 - Deterioration caused by marine (salt water) atmosphere or by a regular spray of either salt or fresh water.
 - Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or the like or corrosion caused by the contact of the panels and trim with dissimilar materials such as copper, lead or graphite or water runoff from these materials onto the panels and trim.
 - Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
 - Damage caused by worker(s), other than Manufacturer's or Roofing Contractor's workers, on the roof.
 - Natural disasters such as hurricanes, earthquakes, extraordinary winds, winds with detach from the facility any part of the building substrate to which the Manufacturer Roof System is attached, lightning, hail, fire, radiation or other acts of God which are normally covered by hazard insurance.
 - If, after installation of the Roof System by Roofing Contractor, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from Manufacturer.
 - Failure to maintain the Roof System as set forth in Manufacturer's "Roof Owner's Maintenance Manual."
 - If Owner fails to comply with any term and/or condition stated in this 20-Year Weathertightness Limited Warranty.
 - If roof leaks are due to ventilators, light transmitting panels, valley gutters, dormers, dead valleys, or penetrations of the roof associated with signs, vents, equipment, or other causes.
 - If roof leaks are at a tie-in to (1) an existing metal roof manufactured by another company or (2) a dissimilar roof such as a BUR or a rubber roof.
 - Deficiencies of the facility to which the Manufacturer Roof System is attached, such as structure, wall or foundation movement.
- Manufacturer shall not have any liability or responsibility under or in connection either this 20-Year Weathertightness Limited Warranty or the Roof System in the event of failure by any contractor or subcontractor to use, and/or properly install, all the roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips and flashing provided by Manufacturer [or to substitute therefore only products approved in writing in advance by Manufacturer as equal (if provided by the contractor or subcontractor)].
- During the term of this Warranty, Manufacturer, its sales representatives, employees and designated agents shall have free access to the roof during regular business hours.
- Manufacturer shall not have any obligation under this 20-Year Weathertightness Limited Warranty until final drawings of the completed roof are submitted to Manufacturer by the Roofing Contractor and accepted in writing by Manufacturer. Such drawings must show the exact number, size and location of all roof penetrations and roof top equipment.
- This warranty shall not become effective and Manufacturer shall not have any obligation under any warranty until all invoices issued by Manufacturer, Manufacturer's customer, and the Roofing Contractor have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected an all Manufacturer procedures have been followed.
- Neither Manufacturer nor Roofing Contractor shall be responsible for any consequential damages of loss to the building, its contents or other materials.
- Neither Manufacturer nor Roofing Contractor's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of such provision or of the right to exercise any right in the future.
- This 20-year Weathertightness Limited Warranty supersedes and is in lieu of any and all other Warranties (whether expressed or implied) that are either in addition to or in conflict with the term(s) or condition(s) stated herein. ALL EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL EXPRESSED OR IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY.
- If the subject roof is covered by products of more than one roofing products manufacturer, this 20-Year Weathertightness Limited Warranty applies only to those portions of such roof which are covered solely by Manufacturer manufactured products.
- Notwithstanding any other provision of this 20-Year Weathertightness Limited Warranty, Manufacturer shall not have any liability or responsibility at any time for, or as a consequence of, any condensation or underside corrosion which is or was caused at any time in part or wholly by condensation.
- Roof panels must be made of a material which carries a minimum 20-Year durability warranty from Manufacturer, such as Galvalume or a 20-year warranty painted panel.



500 Vulcan Parkway · Adel, Georgia 31620 · Phone (229) 896-7903 · Fax (229) 896-7974

WARRANTY RESPONSIBILITY

1ST through 2ND year, plus any applicable extension period(s).....Roofing Contractor

The remaining balance of the first 20 years from date of completion of installation of the subject Roof System provided Roofing Contractor has strictly followed Manufacturer's recommended installation instructions or approved specification drawings for the layout, design and erection of the Roof Systems.....Manufacturer

This 20-Year Weathertightness Limited Warranty is tendered for the sole benefit of the original Owner as named below and is not transferable or assignable. It becomes valid only when signed by each of the Roofing Contractor, Owner and Manufacturer.

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESSED OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, OR UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE MANUFACTURER LIABILITY SECTION ABOVE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COST OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, MANUFACTURER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIAL OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER ROOF SYSTEM.

FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS, INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

CONSENT TO JURISDICTION AND VENUE

Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Georgia, (ii) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Adel, Cook County, Georgia, (iii) this warranty is capable of being performed in Cook County, Georgia, (iv) it irrevocably and without exception, submits itself to the personal jurisdiction of the State of Georgia, and to the venue of the Superior Court of Cook County Georgia, or the Federal Court for the Middle District of Georgia should Vulcan determine a Federal question is presented., (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Georgia law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into the Warranty. Each party warrants and represents that it has reviewed with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

WARRANTY ACTIVATION

In order to segregate and maintain for the extend period of time covered by the warranty, the records and lot samples necessary to enable Manufacturer to trace the various components manufactured for any defects alleged, Manufacturer requires that the owner, within 90 days from the date the warranty is signed by Manufacturer, must 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 mail, return receipt requested. It is a condition precedent of the filing of a claim under this warranty that buyer prove compliance with this requirement. Mail executed copy of warranty to: Vulcan Steel Structures, Inc. Warranty Department: 500 Vulcan Parkway, Adel, GA 31620

Building Owner _____ Manufacturer Job/Work Order #(s) _____

Project Name & Location _____

Type of Roof Covering _____ Roof Pitch _____

Amount of Material (square feet) _____ Date of Substantial Completion _____

Building End Use _____

Approval Drawings: Sheet # Issue Date Revision Revision Date

Roofing Contractor: _____ Owner: _____

By: _____ By: _____
(Signature) (Signature)

Title: _____

Roof Manufacturer:

By: _____
Title: _____
Date: _____



500 Vulcan Parkway · Adel, Georgia 31620 · Phone (229) 896-7903 · Fax (229) 896-7974

STANDARD-II WEATHERTIGHTNESS WARRANTY

VULCAN STEEL STRUCTURES, INC. (hereinafter referred to as "Manufacturer") and roofing contractor whose signature appears below ("Roofing Contractor") severally warrant (See Note 1 below) to the original building Owner ("Owner") that, subject to the express terms, conditions and disclaimers set forth below, Roofing Contractor's workmanship on the roof system on the building identified below ("the Roof System") (See Note 2 below) will be adequate to prevent leaks for a period of twenty (20) years from the date of substantial completion of the installation of the Roof System. This warranty will be fully satisfied by the repair of the Roof System, and any such repairs shall carry a warranty against leaks only for the then remaining balance of the original twenty (20) year warranty period. MANUFACTURER'S AND ROOFING CONTRACTOR'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY IS LIMITED TO : (i) MANUFACTURER FOR \$3.50 PER SQUARE FOOT [SQUARE FOOTAGE CALCULATED FROM MANUFACTURER INVOICES FOR THE ROOF PANELS (COVERED UNDER THIS WARRANTY) USED ON THE PROJECT] AND (ii) TO THE ROOFING CONTRACTOR FOR THE ORIGINAL COST OF THE INSTALLATION OF THOSE MATERIALS.

Note 1: The Roofing Contractor shall cause the Manufacturer Roof System to perform in a manner which does not allow intrusion of water from the exterior of the Manufacturer Roof System in to the building envelope, for a period of twenty-four (24) continuous months after the Date of Substantial Completion, extended by successive twenty-four (24) periods from the date of any leaks reported or repaired within the relevant twenty-four (24) month period. In addition, the Roofing Contractor shall have the sole and exclusive responsibility to correct all erection and/or installation deficiencies in the Manufacturer Roof System for the entire duration of this twenty 20-Year Weathertightness Limited Warranty.

Note 2: Roof System is defined as the Manufacturer furnished roof panels, flashing and related items used to fasten the roof panels and flashing to the roof structure (including roof jack and curb attachments preapproved, in writing, by Manufacturer)

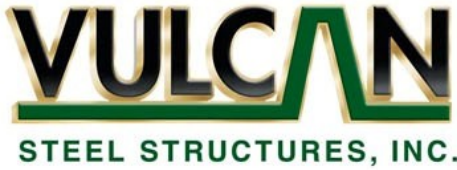
IN NO EVENT SHALL EITHER MANUFACTURER OR ROOFING CONTRACTOR HAVE ANY LIABILITY FOR ANY COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY TYPE, WHETHER OWNER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT OWNER'S REMEDIES EXPRESSED OR IMPLIED IN THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY ARE OWNER'S EXCLUSIVE REMEDIES.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Manufacturer and Roofing Contractor with written notice within thirty (30) days of the discovery of any leak(s) in the Roof System. Failure of the Owner to do so shall automatically relieve both Manufacturer and Roofing Contractor of any and all responsibility and/or liability under this 20-year Weathertightness Limited Warranty. Upon receipt of a Warranty Claim, from either the owner of Roofing Contractor, Manufacturer will send a representative to the location specified for an inspection of the site. Vulcan Steel Structures, Inc. Warranty Department, 500 Vulcan Parkway, Adel, GA 31620.
2. If upon Manufacturer's inspection, Manufacturer determines that the leaks in the Roof System are not covered by this warranty, the party requesting Manufacturer's inspection shall be liable for all direct expenses incurred by Manufacturer to conduct the roof inspection.
3. If upon Manufacturer's inspection, Manufacturer determines that the leaks in the Roof System are caused by defects in the Manufacturer Roof System's material or in the workmanship of the Roofing Contractor, Roof System repair obligations shall then arise in accordance herewith, but Owner's remedies and Manufacturer's liability shall in any event be limited to repair of the Roof System, subject to the cost limitations set forth above. Further limitations are provided in paragraphs 4, 5, 6 & 7 below.
4. Manufacturer shall have no liability or responsibility under or in connection with either this 20-year Weathertightness Limited Warranty of Roof System if any one or more of the following shall occur.
 - a. Failure by Roofing Contractor or any Contractor or subcontractor to follow Manufacturer's recommended installation instructions of approved specifications of drawings for the layout, design and erection of the Roof System. It shall be the Roofing Contractor's sole and exclusive responsibility to strictly follow Manufacturer's recommended installation instructions or approved specification or drawings for the layout, design and erection of the Roof System.
 - b. If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.
 - c. If any panels or other parts are installed to allow water to cascade on any part of the roof system.
 - d. If roof jacks and curbs are not preapproved by Manufacturer.
 - e. If any flashings, roof penetrations of accessory details are modified without the written approval of Manufacturer.
 - f. Failure to use long-life fasteners in all applications.
5. The improper use of roof seaming equipment supplied by either the Manufacturer or the Manufacturer's Authorized Seamer Provider, may result in this and all warranties being void and the engineering data for the roof system being invalid. The use of roof seaming equipment which is not supplied by the Manufacturer or the Manufacturer's Authorized Seamer Provider, will void this warranty.
6. Neither Manufacturer nor Roofing Contractor shall have any liability or responsibility under or in connections with either this 20-year Weathertightness Limited Warranty or the Roof System, if one or more of the following shall occur.
 - a. Deterioration caused by marine (salt water) atmosphere or by a regular spray of either salt or fresh water.
 - b. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or the like or corrosion caused by the contact of the panels and trim with dissimilar materials such as copper, lead or graphite or water runoff from these materials onto the panels and trim.
 - c. Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
 - d. Damage caused by worker(s), other than Manufacturer's or Roofing Contractor's workers, on the roof.
 - e. Natural disasters such as hurricanes, earthquakes, extraordinary winds, winds with detach from the facility any part of the building substrate to which the Manufacturer Roof System is attached, lightning, hail, fire, radiation or other acts of God which are normally covered by hazard insurance.
 - f. If, after installation of the Roof System by Roofing Contractor, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from Manufacturer.
 - g. Failure to maintain the Roof System as set forth in Manufacturer's "Roof Owner's Maintenance Manual."
 - h. If Owner fails to comply with any term and/or condition stated in this 20-Year Weathertightness Limited Warranty.
 - i. If roof leaks are due to ventilators, light transmitting panels, valley gutters, dormers, dead valleys, or penetrations of the roof associated with signs, vents, equipment, or other causes.
 - j. If roof leaks are at a tie-in to (1) an existing metal roof manufactured by another company or (2) a dissimilar roof such as a BUR or a rubber roof.
 - k. Deficiencies of the facility to which the Manufacturer Roof System is attached, such as structure, wall or foundation movement.
7. Manufacturer shall not have any liability or responsibility under or in connection either this 20-Year Weathertightness Limited Warranty or the Roof System in the event of failure by any contractor or subcontractor to use, and/or properly install, all the roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips and flashing provided by Manufacturer [or to substitute therefore only products approved in writing in advance by Manufacturer as equal (if provided by the contractor or subcontractor)].
8. During the term of this Warranty, Manufacturer, its sales representatives, employees and designated agents shall have free access to the roof during regular business hours.
9. Manufacturer shall not have any obligation under this 20-Year Weathertightness Limited Warranty until final drawings of the completed roof are submitted to Manufacturer by the Roofing Contractor and accepted in writing by Manufacturer. Such drawings must show the exact number, size and location of all roof penetrations and roof top equipment.
10. This warranty shall not become effective and Manufacturer shall not have any obligation under any warranty until all invoices issued by Manufacturer, Manufacturer's customer, and the Roofing Contractor have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.
11. Neither Manufacturer nor Roofing Contractor shall be responsible for any consequential damages of loss to the building, its contents or other materials.
12. Neither Manufacturer nor Roofing Contractor's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of such provision or of the right to exercise any right in the future.
13. This 20-year Weathertightness Limited Warranty supersedes and is in lieu of any and all other Warranties (whether expressed or implied) that are either in addition to or in conflict with the term(s) or condition(s) stated herein. ALL EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL EXPRESSED OR IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY.
14. If the subject roof is covered by products of more than one roofing products manufacturer, this 20-Year Weathertightness Limited Warranty applies only to those portions of such roof which are covered solely by Manufacturer manufactured products.
15. Notwithstanding any other provision of this 20-Year Weathertightness Limited Warranty, Manufacturer shall not have any liability or responsibility at any time for, or as a consequence of, any condensation or underside corrosion which is or was caused at any time in part or wholly by condensation.
16. Roof panels must be made of a material which carries a minimum 20-Year durability warranty from Manufacturer, such as Galvalume or a 20-year warranty painted panel.
- 17.

1ST through 2ND year, plus any applicable extension period(s).....Roofing Contractor

The remaining balance of the first 20 years from date of completion of installation of the subject Roof System provided Roofing Contractor has strictly followed Manufacturer's recommended installation instructions or approved specification drawings for the layout, design and erection of the Roof Systems.....Manufacturer



500 Vulcan Parkway · Adel, Georgia 31620 · Phone (229) 896-7903 · Fax (229) 896-7974

WARRANTY RESPONSIBILITY

This 20-Year Weathertightness Limited Warranty is tendered for the sole benefit of the original Owner as named below and is not transferable or assignable. It becomes valid only when signed by each of the Roofing Contractor, Owner and Manufacturer.

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESSED OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, OR UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE MANUFACTURER LIABILITY SECTION ABOVE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COST OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, MANUFACTURER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIAL OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER ROOF SYSTEM.

FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS, INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

CONSENT TO JURISDICTION AND VENUE

Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Georgia, (ii) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Adel, Cook County, Georgia, (iii) this warranty is capable of being performed in Cook County, Georgia, (iv) it irrevocably and without exception, submits itself to the personal jurisdiction of the State of Georgia, and to the venue of the Superior Court of Cook County Georgia, or the Federal Court for the Middle District of Georgia should Vulcan determine a Federal question is presented., (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Georgia law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into the Warranty. Each party warrants and represents that it has reviewed with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

WARRANTY ACTIVATION

In order to segregate and maintain for the extend period of time covered by the warranty, the records and lot samples necessary to enable Manufacturer to trace the various components manufactured for any defects alleged, Manufacturer requires that the owner, within 90 days from the date the warranty is signed by Manufacturer, must 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 mail, return receipt requested. It is a condition precedent of the filing of a claim under this warranty that buyer prove compliance with this requirement. Mail executed copy of warranty to: Vulcan Steel Structures, Inc. Warranty Department: 500 Vulcan Parkway, Adel, GA 31620

Building Owner _____ Manufacturer Job/Work Order #'(s) _____

Project Name & Location _____

Type of Roof Covering _____ Roof Pitch _____

Amount of Material (square feet) _____ Date of Substantial Completion _____

Building End Use _____

Approval Drawings: Sheet # Issue Date Revision Revision Date

Roofing Contractor: _____ Owner: _____

By: _____ By: _____

(Signature)

(Signature)

Title: _____

Roof Manufacturer:

By: _____

Title: _____

Date: _____



500 Vulcan Parkway · Adel, Georgia 31620 · Phone (229) 896-7903 · Fax (229) 896-7974

STANDARD-III WEATHERTIGHTNESS WARRANTY

VULCAN STEEL STRUCTURES, INC. (hereinafter referred to as "Manufacturer") and roofing contractor whose signature appears below ("Roofing Contractor") severally warrant (See Note 1 below) to the original building Owner ("Owner") that, subject to the express terms, conditions and disclaimers set forth below, Roofing Contractor's workmanship on the roof system on the building identified below ("the Roof System") (See Note 2 below) will be adequate to prevent leaks for a period of twenty (20) years from the date of substantial completion of the installation of the Roof System. This warranty will be fully satisfied by the repair of the Roof System, and any such repairs shall carry a warranty against leaks only for the then remaining balance of the original twenty (20) year warranty period. **THIS WARRANTY WILL BE FULLY SATISFIED BY REPAIR OF THE ROOFING SYSTEM (NO DOLLAR LIMIT) AND ANY SUCH REPAIRS SHALL CARRY A WARRANTY AGAINST LEAKS ONLY FOR ANY THEN REMAINING BALANCE OF THE ORIGINAL 20-YEAR WARRANTY PERIOD.**

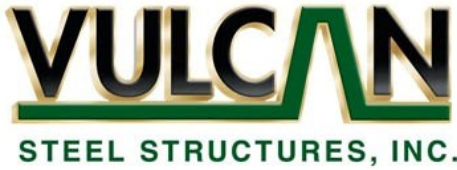
Note 1: The Roofing Contractor shall cause the Manufacturer Roof System to perform in a manner which does not allow intrusion of water from the exterior of the Manufacturer Roof System in to the building envelope, for a period of twenty-four (24) continuous months after the Date of Substantial Completion, extended by successive twenty-four (24) periods from the date of any leaks reported or repaired within the relevant twenty-four (24) month period. In addition, the Roofing Contractor shall have the sole and exclusive responsibility to correct all erection and/or installation deficiencies in the Manufacturer Roof System for the entire duration of this twenty 20-Year Weathertightness Limited Warranty.

Note 2: Roof System is defined as the Manufacturer furnished roof panels, flashing and related items used to fasten the roof panels and flashing to the roof structure (including roof jack and curb attachments preapproved, in writing, by Manufacturer)

IN NO EVENT SHALL EITHER MANUFACTURER OR ROOFING CONTRACTOR HAVE ANY LIABILITY FOR ANY COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY TYPE, WHETHER OWNER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT OWNER'S REMEDIES EXPRESSED OR IMPLIED IN THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY ARE OWNER'S EXCLUSIVE REMEDIES.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Manufacturer and Roofing Contractor with written notice within thirty (30) days of the discovery of any leak(s) in the Roof System. Failure of the Owner to do so shall automatically relieve both Manufacturer and Roofing Contractor of any and all responsibility and/or liability under this 20-year Weathertightness Limited Warranty. Upon receipt of a Warranty Claim, from either the owner of Roofing Contractor, Manufacturer will send a representative to the location specified for an inspection of the site. Vulcan Steel Structures, Inc. Warranty Department, 500 Vulcan Parkway, Adel, GA 31620.
2. If upon Manufacturer's inspection, Manufacturer determines that the leaks in the Roof System are not covered by this warranty, the party requesting Manufacturer's inspection shall be liable for all direct expenses incurred by Manufacturer to conduct the roof inspection.
3. If upon Manufacturer's inspection, Manufacturer determines that the leaks in the Roof System are caused by defects in the Manufacturer Roof System's material or in the workmanship of the Roofing Contractor, Roof System repair obligations shall then arise in accordance herewith, but Owner's remedies and Manufacturer's liability shall in any event be limited to repair of the Roof System, subject to the cost limitations set forth above. Further limitations are provided in paragraphs 4, 5, 6 & 7 below.
4. Manufacturer shall have no liability or responsibility under or in connection with either this 20-year Weathertightness Limited Warranty of Roof System if any one or more of the following shall occur.
 - a. Failure by Roofing Contractor or any Contractor or subcontractor to follow Manufacturer's recommended installation instructions of approved specifications of drawings for the layout, design and erection of the Roof System. It shall be the Roofing Contractor's sole and exclusive responsibility to strictly follow Manufacturer's recommended installation instructions or approved specification or drawings for the layout, design and erection of the Roof System.
 - b. If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.
 - c. If any panels or other parts are installed to allow water to cascade on any part of the roof system.
 - d. If roof jacks and curbs are not preapproved by Manufacturer.
 - e. If any flashings, roof penetrations of accessory details are modified without the written approval of Manufacturer.
 - f. Failure to use long-life fasteners in all applications.
 - g. Failure of the Roofing Contractor to have an employee who is certified by the Manufacturer, for the product being installed, on the roof at all times during roofing activity.
5. The improper use of roof seaming equipment supplied by either the Manufacturer or the Manufacturer's Authorized Seamer Provider, may result in this and all warranties being void and the engineering data for the roof system being invalid. The use of roof seaming equipment which is not supplied by the Manufacturer or the Manufacturer's Authorized Seamer Provider, will void this warranty.
6. Neither Manufacturer nor Roofing Contractor shall have any liability or responsibility under or in connections with either this 20-year Weathertightness Limited Warranty or the Roof System, if one or more of the following shall occur.
 - a. Deterioration caused by marine (salt water) atmosphere or by a regular spray of either salt or fresh water.
 - b. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or the like or corrosion caused by the contact of the panels and trim with dissimilar materials such as copper, lead or graphite or water runoff from these materials onto the panels and trim.
 - c. Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
 - d. Damage caused by worker(s), other than Manufacturer's or Roofing Contractor's workers, on the roof.
 - e. Natural disasters such as hurricanes, earthquakes, extraordinary winds, winds with detach from the facility any part of the building substrate to which the Manufacturer Roof System is attached, lightning, hail, fire, radiation or other acts of God which are normally covered by hazard insurance.
 - f. If, after installation of the Roof System by Roofing Contractor, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from Manufacturer.
 - g. Failure to maintain the Roof System as set forth in Manufacturer's "Roof Owner's Maintenance Manual."
 - h. If Owner fails to comply with any term and/or condition stated in this 20-Year Weathertightness Limited Warranty.
 - i. If roof leaks are due to ventilators, light transmitting panels, valley gutters, dormers, dead valleys, or penetrations of the roof associated with signs, vents, equipment, or other causes.
 - j. If roof leaks are at a tie-in to (1) an existing metal roof manufactured by another company or (2) a dissimilar roof such as a BUR or a rubber roof.
 - k. Deficiencies of the facility to which the Manufacturer Roof System is attached, such as structure, wall or foundation movement.
7. Manufacturer shall not have any liability or responsibility under or in connection either this 20-Year Weathertightness Limited Warranty or the Roof System in the event of failure by any contractor or subcontractor to use, and/or properly install, all the roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips and flashing provided by Manufacturer [or to substitute therefore only products approved in writing in advance by Manufacturer as equal (if provided by the contractor or subcontractor)].
8. During the term of this Warranty, Manufacturer, its sales representatives, employees and designated agents shall have free access to the roof during regular business hours.
9. Manufacturer shall not have any obligation under this 20-Year Weathertightness Limited Warranty until final drawings of the completed roof are submitted to Manufacturer by the Roofing Contractor and accepted in writing by Manufacturer. Such drawings must show the exact number, size and location of all roof penetrations and roof top equipment.
10. This warranty shall not become effective and Manufacturer shall not have any obligation under any warranty until all invoices issued by Manufacturer, Manufacturer's customer, and the Roofing Contractor have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected on all Manufacturer procedures have been followed.
11. Neither Manufacturer nor Roofing Contractor shall be responsible for any consequential damages of loss to the building, its contents or other materials.
12. Neither Manufacturer nor Roofing Contractor's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of such provision or of the right to exercise any right in the future.
13. This 20-year Weathertightness Limited Warranty supersedes and is in lieu of any and all other Warranties (whether expressed or implied) that are either in addition to or in conflict with the term(s) or condition(s) stated herein. **ALL EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL EXPRESSED OR IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY.**
14. If the subject roof is covered by products of more than one roofing products manufacturer, this 20-Year Weathertightness Limited Warranty applies only to those portions of such roof which are covered solely by Manufacturer manufactured products.
15. Notwithstanding any other provision of this 20-Year Weathertightness Limited Warranty, Manufacturer shall not have any liability or responsibility at any time for, or as a consequence of, any condensation or underside corrosion which is or was caused at any time in part or wholly by condensation.
16. Roof panels must be made of a material which carries a minimum 20-Year durability warranty from Manufacturer, such as Galvalume or a 20-year warranty painted panel.



500 Vulcan Parkway · Adel, Georgia 31620 · Phone (229) 896-7903 · Fax (229) 896-7974

WARRANTY RESPONSIBILITY

1ST through 2ND year, plus any applicable extension period(s).....Roofing Contractor

The remaining balance of the first 20 years from date of completion of installation of the subject Roof System provided Roofing Contractor has strictly followed Manufacturer's recommended installation instructions or approved specification drawings for the layout, design and erection of the Roof Systems.....Manufacturer

This 20-Year Weathertightness Limited Warranty is tendered for the sole benefit of the original Owner as named below and is not transferable or assignable. It becomes valid only when signed by each of the Roofing Contractor, Owner and Manufacturer.

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESSED OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, OR UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE MANUFACTURER LIABILITY SECTION ABOVE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COST OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, MANUFACTURER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIAL OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER ROOF SYSTEM.

FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS, INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

CONSENT TO JURISDICTION AND VENUE

Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Georgia, (ii) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Adel, Cook County, Georgia, (iii) this warranty is capable of being performed in Cook County, Georgia, (iv) it irrevocably and without exception, submits itself to the personal jurisdiction of the State of Georgia, and to the venue of the Superior Court of Cook County Georgia, or the Federal Court for the Middle District of Georgia should Vulcan determine a Federal question is presented., (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Georgia law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into the Warranty. Each party warrants and represents that it has reviewed with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

WARRANTY ACTIVATION

In order to segregate and maintain for the extend period of time covered by the warranty, the records and lot samples necessary to enable Manufacturer to trace the various components manufactured for any defects alleged, Manufacturer requires that the owner, within 90 days from the date the warranty is signed by Manufacturer, must 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 mail, return receipt requested. It is a condition precedent of the filing of a claim under this warranty that buyer prove compliance with this requirement. Mail executed copy of warranty to: Vulcan Steel Structures, Inc. Warranty Department: 500 Vulcan Parkway, Adel, GA 31620

Building Owner _____ Manufacturer Job/Work Order #(s) _____

Project Name & Location _____

Type of Roof Covering _____ Roof Pitch _____

Amount of Material (square feet) _____ Date of Substantial Completion _____

Building End Use _____

Approval Drawings: Sheet # Issue Date Revision Revision Date

Roofing Contractor: _____ Owner: _____

By: _____ By: _____

(Signature)

(Signature)

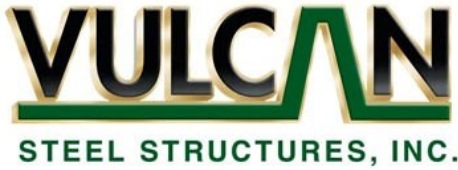
Title: _____

Roof Manufacturer

By: _____

Title: _____

Date: _____



500 Vulcan Parkway · Adel, Georgia 31620 · Phone (229) 896-7903 · Fax (229) 896-7974

SINGLE SOURCE-I 20-YEAR ROOF SYSTEM WARRANTY

Project Name _____ Panel Profile _____
Project Location (Street) _____ Date of Substantial Completion _____
(City, State, Zip) _____ Amount of Material (square feet) _____
Building Owner _____ Manufacturer Customer _____
Manufacturer Job/Work Order Number(s) _____ Project End Use _____

For a period of twenty (20) years from the date of substantial completion, VULCAN STEEL STRUCTURES, INC. (hereinafter referred to as "Manufacturer") WARRANTS to the building Owner ("Owner") that, the Manufacturer furnished roof panels, flashing and related items used to fasten the roof panels and flashing (including roof jack and curb attachments preapproved, in writing, by Manufacturer) ("Manufacturer Roof System") to the roof structure will not allow intrusion of water from the exterior of the Manufacturer Roof System into the building envelope, when exposed to ordinary weather conditions and ordinary wear and usage. The date of substantial completion is the date that this is certified by the Architect, Owner or Owner Representative, when the Manufacturer Roofing System is completed and accepted by or on behalf of the Owner.

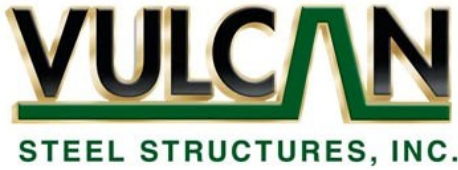
Manufacturer shall have the SOLE AND EXCLUSIVE obligation for all warranty work commencing on the date of substantial completion and under all circumstances said obligation terminates on the twenty (20) year anniversary of the date certified as Substantial Completion of the Manufacturer Roofing System. During the period in which Manufacturer has any warranty obligation Manufacturer shall take appropriate actions necessary to cause the non-performing portions of the Roof System to perform their proper functions.

MANUFACTURER LIABILITY

The total liability of Manufacturer under this warranty is limited to \$7.00 per square foot of roofing material. Manufacturer shall have the right to charge to the liability account all reasonable expenses (including, but not limited to, investigation expenses) incurred in satisfying the requirements of this warranty.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Manufacturer with written notice within thirty (30) days of the discovery of any leak(s) in the Roof System. Failure of the Owner to do so shall automatically relieve Manufacturer of any and all responsibility and/or liability under this Warranty. Upon receipt of a Warranty Claim, from either the owner of Roofing Contractor, Manufacturer will send a representative to the location specified for an inspection of the site. If upon Manufacturer's inspection, Manufacturer determines that the leaks in the Roof System are not covered by this warranty, the party requesting Manufacturer's inspection shall be liable for all direct expenses incurred by Manufacturer to conduct the roof inspection. Vulcan Steel Structures, Inc. Warranty Department: 500 Vulcan Parkway, Adel, GA 31620
2. Manufacturer shall have no liability or responsibility if any of the following shall occur:
 - a. If a Manufacturer Certified Installer was not present at all times during the installation of the Manufacturer's Roof System.
 - b. Deterioration caused by marine (salt water) atmosphere or by a regular spray of either salt or fresh water.
 - c. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or the like or corrosion caused by the contact of the panels and trim with dissimilar materials such as copper, lead or graphite or water runoff from these materials onto the panels and trim.
 - d. Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
 - e. Damage caused by worker(s), other than Manufacturer's or Roofing Contractor's worker, on the roof.
 - f. Failure by the Roofing Contractor to correct all deficiencies listed in the Manufacturer inspection reports.
 - g. If there are any alterations or additions, such as, but not limited to, structures, fixtures or utilities being placed upon or attached to the roof without prior written authorization from Manufacturer.
 - h. Deficiencies in or water infiltration from other building materials adjacent to or in contact with the Manufacturer's Roof System.
 - i. Natural disasters such as hurricanes, earthquakes, extraordinary winds, winds which detach from the facility any part of the building substrate to which the Manufacturer Roof System is attached, lightning, hail, fire, radiation or other acts of God which are normally covered by hazard insurance.
 - j. Deficiencies of the facility to which the Manufacturer Roof System is attached, such as structure, wall or foundation movement.
 - k. If roof leaks are due to ventilators or light transmitting panels.
 - l. Failure to maintain the Roof System as set forth in Manufacturer's "Roof Owner's Maintenance Manual."
 - m. If roof leaks are due to roof jacks, curbs or any other penetration of the Roof System that is not preapproved in writing by Manufacturer.
 - n. Failure to use long-life fasteners in all exposed applications.
 - o. If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.
 - p. If any panels or other parts are installed to allow water to cascade on any part of the roof system.
 - q. If, after installation of the Roof System by Roofing Contractor, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from Manufacturer.
 - r. The improper use of roof seaming equipment supplied by either the Manufacturer or the Manufacturer's Authorized Seamer Provider, may result in this and all warranties being void and the engineering data for the roof system being invalid. The use of roof seaming equipment which is not supplied by the Manufacturer or the Manufacturer's Authorized Seamer Provider, will void this warranty.
3. During the term of this Warranty, Manufacturer, its sales representatives, employees and designated representatives shall have free access to the roof during normal business hours.
4. This Warranty shall not become effective and Manufacturer shall not have any obligation under any warranty until all invoices issued by Manufacturer, Manufacturer's customer, and the Roofing Contractor have been paid in full, in accordance with their terms, without offset, deduction of credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.
5. Manufacturer shall not have any liability or responsibility at any time for, or as a consequence of, any condensation or underside corrosion which is or was caused at any time in part or wholly by condensation.
6. Manufacturer shall not be responsible for any consequential or punitive damages of any type, commercial loss, claims for labor, or loss to the building, its contents or other materials.
7. Manufacturer's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision or of the right to exercise any right in the future.
8. This Warranty is tendered for the sole benefit of the original Owner as named above and is not transferable or assignable.



500 Vulcan Parkway · Adel, Georgia 31620 · Phone (229) 896-7903 · Fax (229) 896-7974

SINGLE SOURCE-I 20-YEAR ROOF SYSTEM WARRANTY

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESSED OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, OR UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE MANUFACTURER LIABILITY SECTION ABOVE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COST OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, MANUFACTURER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIAL OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER ROOF SYSTEM.

FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS, INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

CONSENT TO JURISDICTION AND VENUE

Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Georgia, (ii) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Adel, Cook County, Georgia, (iii) this warranty is capable of being performed in Cook County, Georgia, (iv) it irrevocably and without exception, submits itself to the personal jurisdiction of the State of Georgia, and to the venue of the Superior Court of Cook County Georgia, or the Federal Court for the Middle District of Georgia should Vulcan determine a Federal question is presented., (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Georgia law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into the Warranty. Each party warrants and represents that it has reviewed with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

WARRANTY ACTIVATION

In order to segregate and maintain for the extend period of time covered by the warranty, the records and lot samples necessary to enable Manufacturer to trace the various components manufactured for any defects alleged, Manufacturer requires that the owner, within 90 days from the date the warranty is signed by Manufacturer, must 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 mail, return receipt requested. It is a condition precedent of the filing of a claim under this warranty that buyer prove compliance with this requirement. Mail executed copy of warranty to: Vulcan Steel Structures, Inc. Warranty Department: 500 Vulcan Parkway, Adel, GA 31620

Roof Owner

By: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Date: _____

Roof Manufacturer

Signed: _____

Title: _____

Date: _____



500 Vulcan Parkway · Adel, Georgia 31620 · Phone (229) 896-7903 · Fax (229) 896-7974

SINGLE SOURCE-II 20-YEAR ROOF SYSTEM WARRANTY

Project Name _____ Panel Profile _____
 Project Location (Street) _____ Date of Substantial Completion _____
 (City, State, Zip) _____ Amount of Material (square feet) _____
 Building Owner _____ Manufacturer Customer _____
 Manufacturer Job/Work Order Number(s) _____ Project End Use _____

For a period of twenty (20) years from the date of substantial completion, VULCAN STEEL STRUCTURES, INC. (hereinafter referred to as "Manufacturer") WARRANTS to the building Owner ("Owner") that, the Manufacturer furnished roof panels, flashing and related items used to fasten the roof panels and flashing (including roof jack and curb attachments preapproved, in writing, by Manufacturer) ("Manufacturer Roof System") to the roof structure will not allow intrusion of water from the exterior of the Manufacturer Roof System into the building envelope, when exposed to ordinary weather conditions and ordinary wear and usage. The date of substantial completion is the date that this is certified by the Architect, Owner or Owner Representative, when the Manufacturer Roofing System is completed and accepted by or on behalf of the Owner.

Manufacturer shall have the SOLE AND EXCLUSIVE obligation for all warranty work commencing on the date of substantial completion and under all circumstances said obligation terminates on the twenty (20) year anniversary of the date certified as Substantial Completion of the Manufacturer Roofing System. During the period in which Manufacturer has any warranty obligation Manufacturer shall take appropriate actions necessary to cause the non-performing portions of the Roof System to perform their proper functions.

MANUFACTURER LIABILITY

The total liability of Manufacturer under this warranty is limited to \$14.00 per square foot of roofing material. Manufacturer shall have the right to charge to the liability account all reasonable expenses (including, but not limited to, investigation expenses) incurred in satisfying the requirements of this warranty.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Manufacturer with written notice within thirty (30) days of the discovery of any leak(s) in the Roof System. Failure of the Owner to do so shall automatically relieve Manufacturer of any and all responsibility and/or liability under this Warranty. Upon receipt of a Warranty Claim, from either the owner of Roofing Contractor, Manufacturer will send a representative to the location specified for an inspection of the site. If upon Manufacturer's inspection, Manufacturer determines that the leaks in the Roof System are not covered by this warranty, the party requesting Manufacturer's inspection shall be liable for all direct expenses incurred by Manufacturer to conduct the roof inspection. Vulcan Steel Structures, Inc. Warranty Department: 500 Vulcan Parkway, Adel, GA 31620
2. Manufacturer shall have no liability or responsibility if any of the following shall occur:
 - a. If a Manufacturer Certified Installer was not present at all times during the installation of the Manufacturer's Roof System.
 - b. Deterioration caused by marine (salt water) atmosphere or by a regular spray of either salt or fresh water.
 - c. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or the like or corrosion caused by the contact of the panels and trim with dissimilar materials such as copper, lead or graphite or water runoff from these materials onto the panels and trim.
 - d. Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
 - e. Damage caused by worker(s), other than Manufacturer's or Roofing Contractor's worker, on the roof.
 - f. Failure by the Roofing Contractor to correct all deficiencies listed in the Manufacturer inspection reports.
 - g. If there are any alterations or additions, such as, but not limited to, structures, fixtures or utilities being placed upon or attached to the roof without prior written authorization from Manufacturer.
 - h. Deficiencies in or water infiltration from other building materials adjacent to or in contact with the Manufacturer's Roof System.
 - i. Natural disasters such as hurricanes, earthquakes, extraordinary winds, winds which detach from the facility any part of the building substrate to which the Manufacturer Roof System is attached, lightning, hail, fire, radiation or other acts of God which are normally covered by hazard insurance.
 - j. Deficiencies of the facility to which the Manufacturer Roof System is attached, such as structure, wall or foundation movement.
 - k. If roof leaks are due to ventilators or light transmitting panels.
 - l. Failure to maintain the Roof System as set forth in Manufacturer's "Roof Owner's Maintenance Manual."
 - m. If roof leaks are due to roof jacks, curbs or any other penetration of the Roof System that is not preapproved in writing by Manufacturer.
 - n. Failure to use long-life fasteners in all exposed applications.
 - o. If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.
 - p. If any panels or other parts are installed to allow water to cascade on any part of the roof system.
 - q. If, after installation of the Roof System by Roofing Contractor, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from Manufacturer.
 - r. The improper use of roof seaming equipment supplied by either the Manufacturer or the Manufacturer's Authorized Seamer Provider, may result in this and all warranties being void and the engineering data for the roof system being invalid. The use of roof seaming equipment which is not supplied by the Manufacturer or the Manufacturer's Authorized Seamer Provider, will void this warranty.
3. During the term of this Warranty, Manufacturer, its sales representatives, employees and designated representatives shall have free access to the roof during normal business hours.
4. This Warranty shall not become effective and Manufacturer shall not have any obligation under any warranty until all invoices issued by Manufacturer, Manufacturer's customer, and the Roofing Contractor have been paid in full, in accordance with their terms, without offset, deduction of credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.
5. Manufacturer shall not have any liability or responsibility at any time for, or as a consequence of, any condensation or underside corrosion which is or was caused at any time in part or wholly by condensation.
6. Manufacturer shall not be responsible for any consequential or punitive damages of any type, commercial loss, claims for labor, or loss to the building, its contents or other materials.
7. Manufacturer's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision or of the right to exercise any right in the future.
8. This Warranty is tendered for the sole benefit of the original Owner as named above and is not transferable or assignable.



500 Vulcan Parkway · Adel, Georgia 31620 · Phone (229) 896-7903 · Fax (229) 896-7974

SINGLE SOURCE-II 20-YEAR ROOF SYSTEM WARRANTY

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESSED OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, OR UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE MANUFACTURER LIABILITY SECTION ABOVE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COST OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, MANUFACTURER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIAL OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER ROOF SYSTEM.

FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS, INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

CONSENT TO JURISDICTION AND VENUE

Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Georgia, (ii) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Adel, Cook County, Georgia, (iii) this warranty is capable of being performed in Cook County, Georgia, (iv) it irrevocably and without exception, submits itself to the personal jurisdiction of the State of Georgia, and to the venue of the Superior Court of Cook County Georgia, or the Federal Court for the Middle District of Georgia should Vulcan determine a Federal question is presented., (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Georgia law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into the Warranty. Each party warrants and represents that it has reviewed with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

WARRANTY ACTIVATION

In order to segregate and maintain for the extend period of time covered by the warranty, the records and lot samples necessary to enable Manufacturer to trace the various components manufactured for any defects alleged, Manufacturer requires that the owner, within 90 days from the date the warranty is signed by Manufacturer, must 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 mail, return receipt requested. It is a condition precedent of the filing of a claim under this warranty that buyer prove compliance with this requirement. Mail executed copy of warranty to: Vulcan Steel Structures, Inc. Warranty Department: 500 Vulcan Parkway, Adel, GA 31620

Roof Owner

By: _____

Title: _____

Street Address: _____

City, State, Zip: _____

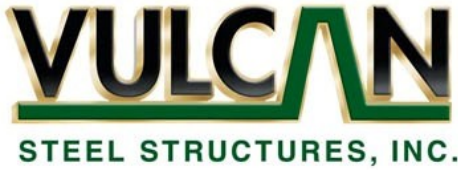
Date: _____

Roof Manufacturer

Signed: _____

Title: _____

Date: _____



500 Vulcan Parkway · Adel, Georgia 31620 · Phone (229) 896-7903 · Fax (229) 896-7974

SINGLE SOURCE-III 20-YEAR ROOF SYSTEM WARRANTY

Project Name _____ Panel Profile _____
Project Location (Street) _____ Date of Substantial Completion _____
(City, State, Zip) _____ Amount of Material (square feet) _____
Building Owner _____ Manufacturer Customer _____
Manufacturer Job/Work Order Number(s) _____ Project End Use _____

For a period of twenty (20) years from the date of substantial completion, VULCAN STEEL STRUCTURES, INC. (hereinafter referred to as "Manufacturer") WARRANTS to the building Owner ("Owner") that, the Manufacturer furnished roof panels, flashing and related items used to fasten the roof panels and flashing (including roof jack and curb attachments preapproved, in writing, by Manufacturer) ("Manufacturer Roof System") to the roof structure will not allow intrusion of water from the exterior of the Manufacturer Roof System into the building envelope, when exposed to ordinary weather conditions and ordinary wear and usage. The date of substantial completion is the date that this is certified by the Architect, Owner or Owner Representative, when the Manufacturer Roofing System is completed and accepted by or on behalf of the Owner.

Manufacturer shall have the SOLE AND EXCLUSIVE obligation for all warranty work commencing on the date of substantial completion and under all circumstances said obligation terminates on the twenty (20) year anniversary of the date certified as Substantial Completion of the Manufacturer Roofing System. During the period in which Manufacturer has any warranty obligation Manufacturer shall take appropriate actions necessary to cause the non-performing portions of the Roof System to perform their proper functions.

MANUFACTURER LIABILITY

No dollar limit.

TERMS, CONDITIONS, LIMITATIONS

- Owner shall provide Manufacturer with written notice within thirty (30) days of the discovery of any leak(s) in the Roof System. Failure of the Owner to do so shall automatically relieve Manufacturer of any and all responsibility and/or liability under this Warranty. Upon receipt of a Warranty Claim, from either the owner of Roofing Contractor, Manufacturer will send a representative to the location specified for an inspection of the site. If upon Manufacturer's inspection, Manufacturer determines that the leaks in the Roof System are not covered by this warranty, the party requesting Manufacturer's inspection shall be liable for all direct expenses incurred by Manufacturer to conduct the roof inspection. Vulcan Steel Structures, Inc. Warranty Department: 500 Vulcan Parkway, Adel, GA 31620
- Manufacturer shall have no liability or responsibility if any of the following shall occur:
 - If a Manufacturer Certified Installer was not present at all times during the installation of the Manufacturer's Roof System.
 - Deterioration caused by marine (salt water) atmosphere or by a regular spray of either salt or fresh water.
 - Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or the like or corrosion caused by the contact of the panels and trim with dissimilar materials such as copper, lead or graphite or water runoff from these materials onto the panels and trim.
 - Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
 - Damage caused by worker(s), other than Manufacturer's or Roofing Contractor's worker, on the roof.
 - Failure by the Roofing Contractor to correct all deficiencies listed in the Manufacturer inspection reports.
 - If there are any alterations or additions, such as, but not limited to, structures, fixtures or utilities being placed upon or attached to the roof without prior written authorization from Manufacturer.
 - Deficiencies in or water infiltration from other building materials adjacent to or in contact with the Manufacturer's Roof System.
 - Natural disasters such as hurricanes, earthquakes, extraordinary winds, winds which detach from the facility any part of the building substrate to which the Manufacturer Roof System is attached, lightning, hail, fire, radiation or other acts of God which are normally covered by hazard insurance.
 - Deficiencies of the facility to which the Manufacturer Roof System is attached, such as structure, wall or foundation movement.
 - If roof leaks are due to ventilators or light transmitting panels.
 - Failure to maintain the Roof System as set forth in Manufacturer's "Roof Owner's Maintenance Manual."
 - If roof leaks are due to roof jacks, curbs or any other penetration of the Roof System that is not preapproved in writing by Manufacturer.
 - Failure to use long-life fasteners in all exposed applications.
 - If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.
 - If any panels or other parts are installed to allow water to cascade on any part of the roof system.
 - If, after installation of the Roof System by Roofing Contractor, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from Manufacturer.
 - The improper use of roof seaming equipment supplied by either the Manufacturer or the Manufacturer's Authorized Seamer Provider, may result in this and all warranties being void and the engineering data for the roof system being invalid. The use of roof seaming equipment which is not supplied by the Manufacturer or the Manufacturer's Authorized Seamer Provider, will void this warranty.
- During the term of this Warranty, Manufacturer, its sales representatives, employees and designated representatives shall have free access to the roof during normal business hours.
- This Warranty shall not become effective and Manufacturer shall not have any obligation under any warranty until all invoices issued by Manufacturer, Manufacturer's customer, and the Roofing Contractor have been paid in full, in accordance with their terms, without offset, deduction of credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.
- Manufacturer shall not have any liability or responsibility at any time for, or as a consequence of, any condensation or underside corrosion which is or was caused at any time in part or wholly by condensation.
- Manufacturer shall not be responsible for any consequential or punitive damages of any type, commercial loss, claims for labor, or loss to the building, its contents or other materials.
- Manufacturer's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision or of the right to exercise any right in the future.
- This Warranty is tendered for the sole benefit of the original Owner as named above and is not transferable or assignable.

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESSED OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY AND PURCHASER'S SOLE



500 Vulcan Parkway · Adel, Georgia 31620 · Phone (229) 896-7903 · Fax (229) 896-7974

SINGLE SOURCE-III 20-YEAR ROOF SYSTEM WARRANTY

REMEDY, WHETHER IN CONTRACT, OR UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE MANUFACTURER LIABILITY SECTION ABOVE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COST OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, MANUFACTURER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIAL OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER ROOF SYSTEM.

FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS, INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

CONSENT TO JURISDICTION AND VENUE

Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Georgia, (ii) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Adel, Cook County, Georgia, (iii) this warranty is capable of being performed in Cook County, Georgia, (iv) it irrevocably and without exception, submits itself to the personal jurisdiction of the State of Georgia, and to the venue of the Superior Court of Cook County Georgia, or the Federal Court for the Middle District of Georgia should Vulcan determine a Federal question is presented., (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Georgia law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into the Warranty. Each party warrants and represents that it has reviewed with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

WARRANTY ACTIVATION

In order to segregate and maintain for the extend period of time covered by the warranty, the records and lot samples necessary to enable Manufacturer to trace the various components manufactured for any defects alleged, Manufacturer requires that the owner, within 90 days from the date the warranty is signed by Manufacturer, must 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 mail, return receipt requested. It is a condition precedent of the filing of a claim under this warranty that buyer prove compliance with this requirement. Mail executed copy of warranty to: Vulcan Steel Structures, Inc. Warranty Department: 500 Vulcan Parkway, Adel, GA 31620

Roof Owner

By: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Date: _____

Roof Manufacturer

Signed: _____

Title: _____

Date: _____

500 Vulcan Parkway · Adel, Georgia 31620 · Phone (229) 896-7903 · Fax (229) 896-7974