



## 20-YEAR CLASS III WEATHERTIGHTNESS WARRANTY

_____	
End Use Owner	
_____	
Project Name	
_____	
Jobsite Address	
_____	
U.S.A. Customer	
_____	_____
U.S.A. Project Number	U.S.A. Warranty Number
_____	
Substantial Completion Date	

This certificate shall act as a binding agreement between U.S.A.'s Customer, \_\_\_\_\_, (hereinafter referred to as "Customer") in which U.S.A. hereby guarantees our Customer's performance for a term of 20-years from date of substantial completion (not to exceed 3 months beyond the first shipment of U.S.A. product for the project) that the Customer will correct any leaks which occur with the entire metal building roof system arising during ordinary wear and usage when installed in accordance to our strict standards and procedures, AND SUBJECT TO THE STANDARD PROVISIONS, TERMS, AND CONDITIONS NOTED BELOW.

**U.S.A.'s liability, as combined to both U.S.A. and the Customer, to this warranty shall be limited to the actual cost of the repair work (no dollar limit).** U.S.A. and the Customer shall have exclusive rights for all warranty work from date of substantial completion (not to exceed 3 months beyond the first shipment of U.S.A. product for the project) in which U.S.A. shall take necessary action to correct any deficiencies to the building (See section 1A). NEITHER U.S.A. NOR THE CUSTOMER MAKE ANY WARRANTY OR EXTENDS ANY GUARANTEE OF PERFORMANCE, EITHER EXPRESSED OR IMPLIED, BEYOND THAT GIVEN HEREIN, INCLUDING AND WITHOUT LIMITATION, WARRANTIES OF FITNESS OR MERCHANTABILITY: AND IN NO EVENT SHALL U.S.A. OR THE CUSTOMER HAVE ANY LIABILITY FOR CONSEQUENTIAL OR SPECIAL DAMAGES, COMMERCIAL LOSS, MATERIAL LOSS OR DAMAGES, OR ANY LOSS TO PROFITS NO MATTER THE BASIS OF CLAIM.

- 1a. It is agreed between U.S.A. and the Customer that the Customer accepts sole liability for their performance and shall indemnify and hold U.S.A. harmless during the initial 2-years from the date of substantial completion. This period will be extended an additional 2-years from the date of any corrected issues which are reported in the first 2-year period and each sequential claim reported within the relevant 2-year period thereafter. The Customer accepts primary liability for repairs caused by installation deficiencies for the entire warranty period.

### **STANDARD PROVISIONS, TERMS AND CONDITIONS**

1. This Warranty shall become valid only when signed by an authorized U.S.A. Officer and the U.S.A. Customer. No modifications as to any of the terms and conditions of this Warranty shall be valid in any event, and the Customer expressly waives the right to rely thereon. This Warranty is for the sole benefit of the End Use Owner as named above and is not transferable or assignable.
2. In the event a deficiency in the metal building roof system is found, the End Use Owner shall provide U.S.A. with written notice via letter or e-mail within (30) days of discovery of the deficiency. Failure to do so shall automatically relieve both U.S.A. and the Customer of all obligations and/or responsibility under the Warranty. The End Use Owner must present a signed duly authenticated copy or the original copy of the Warranty so as to enable U.S.A. to verify the existence of the Warranty. Claims may be submitted to U.S.A. Inc. Warranty Claims; 1912 Buschong; Houston, TX 77039 or custservtx@usabldg.com
3. If upon inspection by U.S.A. (or a representative of U.S.A.) it is determined the deficiencies in a claim are not covered within the Warranty, the party requesting the inspection shall be liable for all costs associated with said inspection.
4. If upon inspection by U.S.A. (or a representative of U.S.A.) it is determined the deficiencies in a claim are due to material workmanship, U.S.A.'s liability will be limited to repairing or replacing the non-confirming material utilizing material, methods, and workmanship of U.S.A.'s choice. The performance of the repair will be prorated under the remaining life of the Warranty.

5. This Warranty does not provide coverage against leaks at any roof penetrations or accessories such as, but not limited to, roof curbs, roof jacks, equipment support, skylights, ventilators, or valley gutters, which were not supplied by U.S.A.
6. U.S.A. nor the Customer shall have any liability or responsibility under the Warranty if any of the following shall occur:
  - a. The project was not erected within the continental United States.
  - b. The project was not of new construction.
  - c. Failure of the installing contractors and/or subcontractors to follow U.S.A.'s recommended erection and installation details and standards.
  - d. Damage or leaks caused by defects in or failure of any part of the foundation.
  - e. Damage caused by earthquakes, tornadoes, hurricanes, dust storms, extraordinary winds, hail, or other acts of God, explosion(s), fire, or civil commotion or acts of war.
  - f. Damage caused by falling objects, scraping, or damage to any part of the warranted materials caused by physical blows.
  - g. Damage caused by hanging or suspension of any weight, in excess of the designated requirements.
  - h. Deterioration caused by exposure to radiation, gases, fumes, chemicals, foreign substances including green or wet lumber and those in the atmosphere including, but not limited to emissions by chemical plants, fertilizer manufacturing facilities, paper plants, airports, and galvanizing facilities no matter if the emissions are from the interior or exterior of the building.
  - i. Deterioration caused by close proximity to salt water and other marine environments.
  - j. Deterioration caused by contact with dissimilar metals including water runoff from lead, copper, and/or graphite.
  - k. Damage created by metal panel or flashing having bends less than 2T for sheet thickness 0.030" and thinner and less than 4T for sheet thickness 0.031" and thicker.
  - l. Damage or leaks created by the roof or sections of the roof being flatter than ¼:12.
  - m. If the roof leak is at the tie in of the building to an existing structure not manufactured by U.S.A.
  - n. Failure to install components to allow for proper drainage from all surfaces including internal condensation.
  - o. Damage caused by mechanical equipment, chemicals, and/or other damage sustained during shipment, storage and before, during, and after installation.
  - p. Presence of damp insulation or other corrosive materials in contact with or in close proximity to any materials supplied by U.S.A.
  - q. Failure to remove debris from all surfaces and/or damage caused by improper removal of debris and/or scouring of the surfaces.
  - r. Use or presence of fasteners not compatible with material supplied by U.S.A. U.S.A. is not liable for deterioration to the panels or flashing caused directly or indirectly by panel or flashing contact with fasteners. Selection of suitable long-lasting fasteners rests solely with the Customer.
  - s. Damage caused due to close proximity of cooling equipment and condensation thereof.
  - t. Damage created by build-up and/or removal of snow or ice whether the effort was mechanical or chemical in nature.
  - u. Damage caused by service technicians or grounds and maintenance personnel.
  - v. Damage is evidence of metal chips, shavings, or other metallic debris having remained on the roof to oxidize.
  - w. U.S.A. finds any alterations or modifications to U.S.A. materials without expressed written consent by U.S.A. to make such alterations or adjustments.
  - x. If the End Use Owner fails to comply with all provisions, terms, and conditions of the Warranty.
7. During the term of the Warranty the owner shall afford U.S.A., the Customer, and the installer(s) and any representative or employees of these groups access to and a reasonable opportunity to inspect all claimed defective material(s).
8. This Warranty shall be construed and interpreted in accordance with the laws and customs of the State of Texas.

**ESTABLISHING THE WARRANTY**

The information below must be completed by U.S.A. and submitted to our Customer at which point the Customer must sign where applicable and present it to the End Use Owner. **U.S.A. MUST HAVE A SIGNED COPY OF THE WARRANTY RETURNED WITHIN 90 DAYS FROM DATE THE WARRANTY IS SIGNED BY U.S.A.** This practice will indicate the request for coverage and the warranty will be established upon the Customer signing and dating below. The executed Warranty must be returned to U.S.A. via registered or certified mail, return receipt requested. This procedure must be completed prior to filing any claims under this warranty and the Customer must prove compliance to this requirement.

**U.S.A. Customer:**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**U.S.A. Officer:**

\_\_\_\_\_  
Kyle Parrish

\_\_\_\_\_  
Executive Vice President of Operations

\_\_\_\_\_  
Date