



Varco Pruden Buildings, a division of BlueScope Buildings North America, Inc. (“**Varco Pruden Buildings**” or “**VP**”), warrants to the Owner that the Products supplied by Varco Pruden Buildings to Buyer pursuant to the related purchase order(s) will be free from defects in material or workmanship for a period of five (5) years from the Shipment Date (the “**Warranty Period**”). During the Warranty Period, Varco Pruden Buildings will, at its option, i) repair or replace the defective Products one time, or ii) refund the price of the defective Products.

Project/ Owner: _____

Builder: _____ Bldr. # _____

Building: _____
 (Street) (City) (State) (Zip Code)

Requested Ship Date: _____ Project Number: _____

Definitions

This form must be completed prior to execution

“**Accessories**” are goods provided by Varco Pruden Buildings’ but not manufactured by Varco Pruden Buildings’. Except as specified in the Additional Warranties, the manufacture shall be solely responsible for warranty coverage of all Accessories.

“**Endorsements**” means any ancillary warranties agreed to in writing by both parties.

“**Building**” means any building or building system, including roof systems, that is erected using the Materials.

“**Materials**” means, collectively, Products and Accessories.

“**Buyer**” means, as applicable, any person or entity (or any other person or entity making a claim through such person or entity) that purchases the Materials (either as materials or as an erected structure), such as the Owner and/or the Builder identified herein.

“**Products**” are goods manufactured by Varco Pruden Buildings’.

“**Claim**” means any assertion by Buyer of defective material or workmanship or the occurrence of another warranted condition that gives rise to an obligation of Varco Pruden Buildings’ and/or Builder.

“**Shipment Date**” means the date the Products are shipped, as reflected in the shipping manifest. Phased projects will have multiple Shipment Dates.

“**Covered Claim**” means any Claim that: i) Varco Pruden Buildings’, in its sole discretion, determines is covered by the Warranties, or ii) a court of competent jurisdiction has determined is covered by the Warranties.

“**Warranties**” means this Warranty, the Additional Warranties and all Endorsements.

“**Warranty**” means this standard warranty.

ADDITIONAL WARRANTIES

A. PrisMax SL/TRU™

VP warrants, for a period of twenty (20) years from the Shipment Date, that PrisMax SL™ skylight systems will remain weathertight. VP warrants that the lenses will perform as indicated below, as determined under ASTM D1003 - “Standard Test Method for Haze and Luminous Transmittance of Transparent Plastics.”

Lens Type	10 Year VT Loss	Hail Resistant
100% Impact Modified Prismatic Acrylic (CL1 & CL3)	< 3% VT Loss	None
ClearArmour™ Prismatic Polycarbonate (FM Approved)	< 7% VT Loss	5 year
HVHZ Rated Smooth Polycarbonate (FBC Approved)	< 7% VT Loss	None

B. Insulated panels:

VP warrants to the Owner, for a period of two (2) years from the Shipment Date, that the Metl-Span panel supplied by VP to Buyer pursuant to the related purchase order(s) will be free from defects in material or workmanship. During this period, VP will, at its option, i) repair or replace the defective Metl-Span panels one time, or ii) refund the price of the defective brand name panels.

C. Painted wall and/or roof panels:

VP warrants, for a period of twenty-five (25) years from the Shipment Date, that the standard paint finish in standard colors applied to factory finished walls or roof panels and trim will not:

- a. Crack, check, blister, peel, flake or chip (lose adhesion);
- b. Chalk in excess of ASTM D4214 No. 8 rating; or,
- c. Fade (change color) more than 5 color difference units per ASTM D2244.

The warranty applicable to custom finishes and custom colors, if any, is as specified in the Special Color Endorsement.

D. Galvalume® wall and/or roof panels:

VP warrants, for a period of twenty-five (25) years from the Shipment Date, that wall and roof panels made of acrylic-coated Galvalume sheet steel will not rupture, structurally fail or suffer perforation due to normal atmospheric corrosion. Furthermore, the panel will not exhibit an accumulation of red rust greater than ½” at any one point on coated surfaces for a period of twenty-five (25) years. This does not apply to any accumulation of red rust that occurs at breaks or discontinuities in the surface, such as field cut edges, and does not apply to metal penetration, cut or shear, made any time after the Product is shipped.

The following terms and conditions apply to all Warranties, including the Additional Warranties:

1. Varco Pruden Buildings' obligations under the Warranties do not extend to damage or failure of the Materials caused, partially or wholly, by:
 - a. Improper storage, handling, workmanship, erection, installation, maintenance or repair;
 - b. Defects arising out of damage occurring during shipping or unloading;
 - c. Unusual or aggressive atmospheres, either internal or external to the building, such as marine environments or those contaminated with harmful fumes, chemicals, ash, cement dust or radiation;
 - d. Accumulation of water, snow or ice;
 - e. Condensation;
 - f. Significant differences in insulation behind the coated metal panel;
 - g. Failure to store or install Materials in a way that allows for adequate circulation;
 - h. Failure to remove construction debris, metal filings, or other accumulations of foreign substances or materials from the surface of the Materials;
 - i. Abrasions or scratches of coatings;
 - j. Sustained exposure to animals or animal waste;
 - k. Contact with, or exposure to runoff from, lead or copper or other dissimilar metals, wet insulation, or pressure-treated, wet or green lumber;
 - l. Failure to maintain the Building and/or Materials in accordance with the maintenance manual provided by Varco Pruden Buildings';
 - m. Negative building air pressure;
 - n. Any loads applied to the Building that were not included as part of the original design conditions;
 - o. Any paints or coatings applied after installation unless furnished or specifically recommended in writing by Varco Pruden Buildings' and applied in accordance with Varco Pruden Buildings' recommendations; or,
 - p. Acts of God or any other circumstances or occurrences beyond Varco Pruden Buildings' control.
 - q. Defects or deterioration in the primer or finish coat of paint that may be caused by weather conditions. Shop primer is a temporary rust inhibitor for shipping purposes only.
 - r. Slope of the roof, or any sections of the roof flatter than 1/4":12".
 - s. Presence of damp insulation and/or other corrosive material in contact with or in close proximity to the panel.
 - t. In the event of deterioration to panels caused directly or indirectly by panel contact with fasteners and sealants. Responsibility for selection of suitable long-lasting fasteners and sealants to be used with galvanized or Galvalume steel roofing and siding panels, or in rainwater applications, rests solely with the Buyer. Varco Pruden Buildings' will have information available to the Buyer to aid in selection of suitable products. However, the information will not constitute a warranty of performance under any conditions.
 - u. Builder's obligations under the Warranties are limited to the same extent as Varco Pruden Buildings' unless Builder's acts or omissions caused the failure.
2. Neither Varco Pruden Buildings' nor Builders obligations specified in the Warranties apply to:
 - a. Materials installed within 1,000 feet of a saltwater environment or subject to constant spraying of salt or fresh water;
 - b. The point(s) and adjacent areas where Accessories are attached to Products;
 - c. Edge corrosion;
 - d. Accessories;
 - e. All items not provided by Varco Pruden Buildings';
 - f. Used Materials;
 - g. Products used for repairs or replacement, except to the extent of the remainder of the warranty for the repaired or replaced Products;
 - h. Any installed Materials located outside of the Contiguous United States, Alaska, Canada and Mexico;
 - i. The alteration of the surface appearance of any rough textured surface due to accumulation of dirt or other foreign substances;
 - j. Any Building that has been moved from its original location; and,
 - k. Corrective actions not under the control or direction of Varco Pruden Buildings'.
 - l. Any product installed or erected within a corrosive environment (see corrosive environment checklist).
3. Neither Varco Pruden Buildings' nor Builder warrants the Materials or Building to meet local, municipal, or state ordinances, codes, laws or regulations.
4. The obligations of Builder and/or Varco Pruden Buildings' under the Warranties arise only if Owner notifies Varco Pruden Buildings' in writing of a Claim within thirty (30) days after the condition giving rise to the Claim is first called to the attention of the Owner and not later than the expiration of the applicable warranty period. Upon Varco Pruden Buildings' receipt of written notice and the signed warranty document, Varco Pruden Buildings' may inspect the defective Materials to determine if the Claim is a Covered Claim. Failure of Varco Pruden Buildings' to receive timely notice of a Claim relieves Varco Pruden Buildings' and/or Builder of its obligations under the Warranties in relation to the Claim or any other future claims arising out of or related to such Claim. Owner will reimburse Varco Pruden Buildings' and Builder for all investigation costs incurred for Claims not covered by the Warranties and failure to do so will release Varco Pruden Buildings' and Builder from all obligations under this Warranty. Unless otherwise stated in an Endorsement, Varco Pruden Buildings' has no liability for, and Builder is solely responsible for and indemnifies Varco Pruden Buildings' against, all costs of any Covered Claim if the Covered Claim relates to or arises from Builder's acts or omissions.
5. The Warranties extend only to the Builder and Owner and may not be assigned or transferred without written consent of Varco Pruden Buildings'.
6. Owner has the sole responsibility to perform routine inspections and maintenance of the Materials and/or Building on a regular basis and failure to do so releases Varco Pruden Buildings' and Builder from all obligations under the Warranties. All repairs, replacements, modifications and work performed on the Building must be performed by the Builder or other contractor qualified to work on Varco Pruden Buildings' Products and any Claim related to or arising out of work done by any other contractor is excluded from coverage by the Warranties.
7. Except where such disclaimers and exclusions are specifically prohibited by applicable law:
 - a. The foregoing sections set forth the only guaranties or warranties applicable to the Materials and the **warranties are given expressly and in lieu of all other warranties, express or implied, of merchantability or fitness for a particular purpose and all warranties which exceed or differ from these warranties are disclaimed by VARCO PRUDEN BUILDINGS' and Builder.** Buyer agrees that oral statements about the Materials made by Varco Pruden Buildings' representatives, or statements contained Varco Pruden Buildings' or others' general advertising, pamphlets, brochures, or other printed matter, do not constitute warranties and that acquisition of the Materials was not made in reliance upon them; and,
 - b. **Buyer's sole and exclusive remedy against Varco Pruden Buildings' and Builder is limited to the actual cost, excluding labor and equipment unless expressly included in an Endorsement, of the remedies set forth in the Warranties and no other remedy (including but not limited to the recovery of liquidated, direct, incidental, special, indirect, or consequential damages for lost profits, lost sales, injury to person or property, or any other loss) will be available to the Buyer or any other persons or entities, whether by direct action, for contribution or indemnity or otherwise, regardless of whether any defect was discoverable or latent at the time of delivery of the Materials.** This exclusive remedy will not be deemed to have failed its essential purpose if Varco Pruden Buildings' and/or Builder is willing and able to carry out the terms of the Warranties set forth herein. **Unless otherwise stated in an Endorsement, if Varco Pruden Buildings' and/or Builder fails to fulfill its obligations under the Warranties, the entire liability will not exceed the amount paid to Varco Pruden Buildings' or one replacement for the defective Materials.**
8. The terms and conditions of this Warranty apply during the Warranty Period and apply to all Endorsements for the terms of such Endorsements as if fully reproduced therein. However, neither Varco Pruden Buildings' nor Builder is required to perform any obligations of any warranty or guarantee unless and until Varco Pruden Buildings' and Builder have been paid in full and in a timely manner for all Materials and services for the transaction to which the Warranties apply.
9. The construction, interpretation and performance of the Warranties are governed by the laws of the State of Missouri without regard to its choice of law principles. The United Nation Convention on Contracts for the International Sale of Goods does not apply. Each party waives its rights to a jury trial of any claim or cause of action based upon or arising out of the Warranties. All parties agree to submit to the exclusive personal jurisdiction and venue of the State and/or Federal Courts located in Jackson County, Missouri for the resolution of all disputes and hereby waive the claim or defense that such courts constitute an inconvenient forum.
10. This Warranty must be executed by the Owner and the Builder and returned to Varco Pruden Buildings' prior to any claim being made hereunder. Failure to return this Warranty within 120 days of the Shipment Date indicates that the Owner has accepted the Materials "as-is where-is" and accepts all product responsibilities.

Read and accepted:

Owner _____	Builder _____	Varco Pruden Buildings _____
Name _____	Name _____	Name _____
Signature _____	Signature _____	Signature _____
Date _____	Date _____	