



20-Year Weathertightness Warranty

Dean Steel Buildings, Inc (DSB) and the Purchaser severally warrant to the original building Owner that, subject to the terms and conditions stated below, the Purchaser shall repair or make to stop any water infiltration in the roofing system due to defects in DSB supplied materials or in the workmanship of the installer for a period of twenty (20) years from the completion date. The Purchaser and DSB agree that the Purchaser shall be firstly liable to the original building Owner under this warranty. DSB shall be secondly liable only in the case of insolvency of the Purchaser. This is a non-transferable warranty.

Roofing System is the standing seam metal roof panels, flashing, related items used to fasten the roof panels and flashing to the roof structure and DSB approved roof insulation. Flashing not included as part of the roofing system include vapor barriers, counter flashing, and any other roof component not manufactured by DSB. The roof insulation must be approved by DSB, in advance of installation, and installed strictly in accordance with the insulation manufacturer's instructions.

Purchaser is the contractor, sub-contractor, installer or owner that will be in responsible charge to ensure the roofing system is installed in accordance with the installation instructions, specifications and drawings. The roof installer must be qualified, as defined by DSB, and approved in advance of installation by DSB.

Liability under this agreement shall be limited to the actual cost of the materials and repair work to the roofing system and in no event shall exceed the sum of \$_____ in the aggregate for all claims made hereunder. In no event shall DSB or Purchaser be liable for any incidental or consequential damages or loss to the building, its contents or other materials, including, but not limited to, any commercial loss or claims for labor.

Terms, Conditions and Limitations

1. The Owner shall give written notice to DSB and Purchaser no later than thirty (30) days after the discovery of any leak(s) in the roof system. Failure of the Owner to do so shall automatically void the warranty and relieve both DSB and the Purchaser of any and all responsibility and/or liability.
 - a. If upon inspection, DSB or Purchaser determines that the leaks in the roof system are not covered by this warranty, the Owner shall be liable for all direct expenses incurred by DSB and/or Purchaser to conduct the roof inspection.
 - b. If upon inspection, DSB or Purchaser determines that the leaks are caused by defects in DSB supplied materials or in the workmanship of the installer, roof system repair obligations shall then arise in accordance herewith, but with the stated limitations.
2. DSB shall have no liability or responsibility under this warranty or Roof System if any one or more of the following shall occur.
 - a. Failure by the Purchaser, or any contractor or subcontractor, to follow DSB's installation instructions, specifications or drawings for the installation 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 water infiltration occurs in the area of roof jacks, curbs, skylights, roof penetrations, ventilators, signs or similar roof mounted equipment.
 - e. If, after installation of the roof system by the by the Purchaser, or any contractor or subcontractor, 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 DSB.
 - f. If water infiltration occurs at a tie-in to an existing metal roof manufactured by another company or to a dissimilar roof such as a built-up.
 - g. Failure to complete noted repairs on the attached Inspection Report.
 - h. Failure to return necessary forms in a timely manner such as Notice of Installation, Notice of Completion and Roof Fact Sheet, copies of which are attached hereto.
3. The improper use seaming equipment may result in this and all warranties being void and the engineering data for the roof system being invalid.
4. DSB and the Purchaser shall have no liability or responsibility under this warranty or Roof System if any one or more of the following shall occur.
 - a. Corrosion caused by exposure to marine (salt water atmospheres), constant spray of either salt or fresh water or corrosive chemicals, ash, or fumes generated or released inside the building or from nearby chemical plants, foundries, plating works, kilns, fertilizer manufacturers, and the like.
 - b. Corrosion caused by exposure to corrosive 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. Suspension from the roof system of any weight in excess of design specifications, deficiencies in the foundation to which the roof system is attached, such as structure, wall or foundation movement, or excessive scraping or excessive walking on the roof.
 - d. Natural disasters such as hurricanes, earthquakes, extraordinary winds, winds which detach from the facility any part of the building substrate to which the roof system is attached, lightning, hail, fire, radiation or other acts of God which are normally covered by hazard insurance.
 - e. Standing water as may be caused by ponding.
 - f. **Failure to follow DSB's Maintenance Program**, a copy of which is attached hereto.
5. During the term of this Warranty, DSB, its sales representatives and employees shall have free access to the roof during regular business hours.
6. The warranty shall not become effective and DSB shall not have any obligation under any warranty until all invoices issued by DSB and Purchaser have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any inspection report have been corrected and all DSB procedures have been followed.

LEGAL REMEDIES: EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATIONS CONTAINED IN THIS WARRANTY ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF DSB REGARDING THE ROOFING SYSTEM AND THE DSB PRODUCTS INSTALLED THEREON. DSB'S TOTAL LIABILITY HEREUNDER IS LIMITED TO THE COST OF REPAIRING LEAKS IN THE ROOFING SYSTEM. IN NO EVENT SHALL DSB BE LIABLE FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, EVEN IF ANY OF THE FOREGOING ARISES FROM A BREACH OF THIS WARRANTY.

MANDATORY BINDING ARBITRATION: EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN

"ACTION") RELATING TO OR ARISING OUT OF THE DSB PRODUCTS INSTALLED ON THE BUILDING IDENTIFIED ABOVE OR THIS WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO ARBITRATE AN ACTION AGAINST DSB, THE OWNER MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (WHICH ARE AVAILABLE ONLINE AT WWW.ADR.COM OR BY CALLING THE AMERICAN ARBITRATION ASSOCIATION AT 1-800-778-7879), AND PROVIDE WRITTEN NOTICE TO DSB BY CERTIFIED MAIL AT 2929 INDUSTRIAL AVE., FORT MYERS, FL 33901, WITHIN THE TIME PERIOD PRESCRIBED IN THE PRECEDING PARAGRAPH. DSB SHALL BE ENTITLED TO RECOVER ITS REASONABLE COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED IN ANY ARBITRATION OR LITIGATION OF CLAIMS CONCERNING THE ROOFING SYSTEM, DSB'S PRODUCTS OR THIS WARRANTY, UNLESS THE ARBITRATOR DETERMINES: (1) THERE ARE "LEAKS IN THE ROOFING SYSTEM" COVERED BY THIS WARRANTY, AND, (2) DSB HAS FAILED TO FULFILL ITS OBLIGATIONS HEREUNDER. THE ARBITRATOR(S) HAVE THE AUTHORITY TO DETERMINE ENTITLEMENT TO ATTORNEY'S FEES AND EXPENSES IN ANY ARBITRATION COMMENCED HEREUNDER. THE FINAL HEARING OF ANY ARBITRATION COMMENCED HEREUNDER SHALL TAKE PLACE IN FORT MYERS, LEE COUNTY, FLORIDA.

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 Florida, (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 Ft. Myers, Lee County, Florida, (iii) this Warranty is capable of being performed in Lee County, Florida, (iv) it irrevocably submits itself to the jurisdiction of the state and federal courts in Lee County, Florida, (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 Florida 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 this Warranty. Each party warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation there with.

Activation

In order to segregate and maintain for the extended period of time covered by the warranty, the records and lot samples necessary to enable DSB to trace the various components manufactured for any defects alleged, DSB requires that the owner, within 45 days, indicate the desire to be covered hereunder, and activate it by a dated execution in the space provided herein and by mailing such executed original to DSB via registered or certified mail, return receipt requested. It is a condition precedent to the filing of a claim under this warranty that buyer prove compliance with this requirement. Mail executed copy of warranty to: Warranty Department, Dean Steel Buildings, Inc, 2929 Industrial Avenue, Fort Myers, FL 33901. Faxed copies will not be accepted and return receipt not required if paperwork is hand carried by DSB sales representative.

Project Name: _____ DSB Job #: _____

Project Address: _____

City: _____ State: _____ Zip: _____

Building Use: _____ Insulation Type: _____

Panel Type/Color: _____ Sq Ft: _____ Coil #: _____

Owner

Authorized Signature: _____ Date: _____

Printed Name: _____ Owner Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Purchaser

I hereby agree to install the Roofing System per DBS drawings and specifications, and service any leaks for the full term of this guarantee.

Date of Completion: _____

Company: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Dean Steel Buildings, Inc

DSB hereby agrees to guarantee the materials from defects and purchaser's performance in case of insolvency for the term of this guarantee.

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

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