

Universal Steel Buildings Corp. - Provision and Disclaimer of Warranties

Universal Steel Buildings Corp. ("Seller") sets forth these limited warranties and warranty disclaimers applicable to any Building(s), goods, or components thereof supplied under the terms of any Contract with a Buyer, as such defined terms are referenced in Seller's Terms and Conditions, and as are stated herein below in this addendum to the Terms and Conditions (the "Warranty Document") and are further available at www.universalwarranty.info.

1. **Limited Steel Building Warranty.** Seller provides the following warranties as set forth in this Provision and Disclaimer of Warranties (the "Limited Steel Building Warranty"), subject to the terms, conditions, limitations and exceptions stated herein and in the Contract. Subject to Seller's stated terms, conditions, limitations and exclusions: (a) Seller warrants that the Building and goods supplied by Seller to Buyer shall be complete and conform to the specifications of the Contract between them; (b) Seller warrants that, except for the items, goods, components, features, services, parts and accessories that are excluded from coverage under this Limited Steel Building Warranty or the Contract, the Building purchased by the Buyer will be substantially free from verified material defects in materials and workmanship for a period of one (1) year from the date of delivery of the Building or components thereof to Buyer (the "One Year Period"); (c) Seller warrants that, for a period of sixty (60) years from the date of delivery of the Building or components thereof to Buyer (the "Sixty Year Period"), the structural components of the Building, including purlins, girts, and main frames, will satisfy local, county or state governmental code requirements for wind load, snow loads, and seismic conditions that were in effect at the time of the execution of the Contract for the specific location where the Building is to be erected as stated in the Contract; and (d) Seller warrants that, for a period of fifteen (15) years following the expiration of any applicable manufacturer's warranty (the "Fifteen Year Period") on hot-dipped aluminum-zinc alloy-coated and prepainted sheet steel sold for use as prepainted steel building, roofing and siding panels for the Building sold to Buyer and erected within the Continental United States, such panels will not rupture, fail structurally, or perforate, expressly subject to any and all stated terms and limitations of the manufacturer's warranty thereon or stated herein. Except as otherwise stated herein, all doors, windows, insulation, bolts, screws, fasteners, mezzanines, bar joists, decking, equipment, cranes and all building paint and coating on the wall panels and roof panels of the Building, including Galvalume panels, are not warranted by Seller or covered under the Seller's Limited Steel Building Warranty (the "Excluded Items") and are warranted only to the extent warranted by the manufacturer(s), steel mill(s), coating applicator(s) and vendor(s) thereof, subject to the terms, conditions, provisions, limitations and exclusions of such parties' respective warranties.

2. **Pass Through of Manufacturers' Warranties on Goods.** All goods, components, parts, and items, including Excluded Items, that are excluded from coverage or not specifically warranted by Seller under this Limited Steel Building Warranty are warranted only to the extent there is coverage under and by a steel mill's, manufacturer's, coating applicator's or other third party vendor's warranty ("Third Party Goods"). The terms of any third party's limited warranty may be subject to change, and Seller is not responsible for any changes that occur in any such third party's warranty. Copies of third party warranties may be available upon written request to Seller. To the extent that Third Party Goods are warranted by a steel mill, manufacturer, coating applicator or other third party vendor and such warranty is assignable or coverage is or may be passed through or extended to Buyer, Seller hereby assigns, passes through and extends to Buyer all such warranties, subject to the terms, conditions, provisions, limitations and exclusions thereof. Seller makes no representation concerning the extent to which any such warranties may be assigned, transferred, passed through or extended to Buyer, and Seller disclaims any such representations. Seller will submit a warranty claim under third party warranties on Buyer's behalf upon Buyer's delivery of a warranty claim and supporting information to Seller within the time required under such third party's warranty, but in no event less than twenty (20) business days prior to the date of expiration of the third party's warranty, in order to allow Seller sufficient time to submit a claim on Buyer's behalf. Buyer is solely responsible for ascertaining the time for the submission of a claim and all other applicable terms or conditions under any third party's warranty. Warranties on Third Party Goods that will be assigned, transferred or passed through to the extent permissible or on which Seller may submit a claim on Buyer's behalf, subject to the terms, conditions, provisions, limitations and exclusions thereof, may include (a) a steel manufacturer's rust perforation warranty on unpainted but coated roof panels or on Seller-supplied painted roof panels with an underlying coating, (b) a paint manufacturer's paint coating warranty on wall paneling against cracking, chipping, or peeling, and (c) a fastener manufacturer's warranty on stainless steel capped screws.

3. **WARRANTY DISCLAIMER.** THE LIMITED STEEL BUILDING WARRANTY GIVEN BY SELLER HEREIN IS GIVEN EXPRESSLY AND IN PLACE OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL OTHER WARRANTIES NOT SPECIFICALLY STATED HEREIN, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF SELLER ON THE ONE SIDE AND BUYER ON THE OTHER SIDE RELATING TO CLAIMS ARISING FROM DEFECTIVE GOODS COVERED BY SELLER SHALL BE EXCLUSIVELY GOVERNED BY THE TERMS AND CONDITIONS OF THE WARRANTY STATED HEREIN.

4. **LIMITATIONS ON SELLER'S LIMITED STEEL BUILDING WARRANTY.** THIS LIMITED STEEL BUILDING WARRANTY DOES NOT COVER DEFECTS OR DAMAGE CAUSED BY OR RESULTING FROM: EARTHQUAKES, TORNADOES, HURRICANES, LANDSLIDES, FLOODING, TEMPESTS, LIGHTNING AND OTHER ACTS OF GOD (INCLUDING EXCESSIVE WIND LOADS, SNOW LOADS AND SEISMIC CONDITIONS); FALLING OBJECTS; ACCIDENTS; AGGRESSIVE ATMOSPHERE CONDITIONS (INCLUDING BUT NOT LIMITED TO SALT WATER, CORROSIVE CHEMICALS, FUMES, ASH, ANIMAL WASTE OR HUMIDITY); SALT SPRAY FROM ROADS OR VEHICLES; LONG TERM CHANGES IN WEATHER CONDITIONS; IMPROPER ERECTION, INSTALLATION, OR STORAGE PROCEDURES; MOISTURE ENTRAPPED IN STORED BUNDLED COMPONENTS; STORAGE OR INSTALLATION OF SHEETING, PURLINS, GIRTS, OR MAIN FRAMES IN A MANNER ALLOWING STANDING WATER, MOISTURE OR OTHER SUBSTANCES TO REMAIN BETWEEN, ON OR TO COVER THESE COMPONENTS; CASCADING WATER ON COMPONENTS; STANDING WATER ON COMPONENTS IN A NON-VERTICAL APPLICATION; STORAGE OF BUNDLED COMPONENTS IN CONDITIONS OF HUMIDITY, HIGH HEAT OR EXTREME COLD; DEFECTS OR FAILURE OF THE FOUNDATION; SCRAPING, WALKING OR JUMPING ON ROOF; BUMPING, SCRAPING, RAMMING OR OTHERWISE ABUSING WALLS, ROOF OR OTHER PANELING; HANGING OF ANY WEIGHT IN EXCESS OF DESIGNED CONDITIONS; ANY SIGNS, STRUCTURES, VENTS, STACKS, GUTTERS, FLASHING, SKYLIGHTS, WINDOWS, OR MACHINERY INSTALLED ON OR IN THE STEEL BUILDING BY OTHERS; DAMAGE TO THE STEEL BUILDING BY CRAFTS, INCLUDING CONTRACTORS AND SUBCONTRACTORS RETAINED BY OR FOR BUYER; LOADING CONDITIONS IN EXCESS OF THOSE SPECIFIED FOR THE STEEL BUILDING; FAILURE TO MAINTAIN THE STEEL BUILDING; PRODUCT MISUSE, ABUSE OR NEGLECT; UNAUTHORIZED MODIFICATIONS MADE BY BUYER OR ANY THIRD PERSON TO ANY COMPONENT OF THE STEEL BUILDING; NORMAL WEAR AND TEAR OR DAMAGE, REGARDLESS OF CAUSE; AND ANY DEFECT OR DAMAGE CAUSED OR CONTRIBUTED TO BY BUYER, BUYER'S AGENTS OR ANY THIRD PARTY. SELLER PROVIDES NO WARRANTY ON WEATHER TIGHTNESS IN ANY REGARD OR RESPECT, AND THE BUILDING IS NOT WARRANTED AGAINST WATER OR AIR INFILTRATION FROM THE WALL OR ROOF PANELS OR ANY OTHER COMPONENTS OF THE BUILDING. BUILDING COMPONENTS THAT ARE NOT PURCHASED FROM SELLER AS A PRE-ENGINEERED STEEL BUILDING PACKAGE ARE EXCLUDED FROM SELLER'S LIMITED STEEL BUILDING WARRANTY, AND NO WARRANTY IS PROVIDED ON SUCH COMPONENTS. BUILDING COMPONENTS ARE INTENDED TO BE ERECTED UPON DELIVERY AND NOT TO BE STORED FOR MORE THAN THIRTY (30) DAYS IN ORDER TO PREVENT DETERIORATION OF UN-ERECTED COMPONENTS. SELLER'S LIMITED STEEL BUILDING WARRANTY EXCLUDES ALL DAMAGE AND DETERIORATION TO COMPONENTS OF THE STEEL BUILDING RESULTING FROM EXPOSURE TO THE ELEMENTS AND SURROUNDING ENVIRONMENT, INCLUDING, MOISTURE, RAIN, SNOW, HEAT, COLD AND OTHER CONDITIONS, IF ERECTION OF THE STEEL BUILDING DOES NOT COMMENCE WITHIN THIRTY (30) DAYS OF THE DATE OF DELIVERY AND CONTINUE THEREAFTER. THIS LIMITED STEEL BUILDING WARRANTY IS VOID AND NO LONGER IN EFFECT (A) IF THE STEEL BUILDING PURCHASED FROM SELLER IS MOVED FROM OR IS NOT ERECTED AT THE ERECTION LOCATION SHOWN ON THE CONTRACT; (B) THE STEEL BUILDING OR ANY COMPONENTS THEREOF ARE RE-SOLD OR OWNERSHIP IS TRANSFERRED TO A THIRD PARTY; (C) THE STEEL BUILDING OR ANY COMPONENTS SUPPLIED BY SELLER ARE MODIFIED BY BUYER OR ANY THIRD PARTY WITHOUT SELLER'S PRIOR WRITTEN CONSENT; OR (D) IF BUYER, BUYER'S AGENTS, OR THE

BUILDING ERECTOR FAILS TO FOLLOW THE SPECIFICATIONS AND INSTRUCTIONS CONTAINED IN THE CONSTRUCTION DRAWINGS AND ERECTION MANUALS AND GUIDES SUPPLIED TO BUYER. SPECIFIC NOTES AND DETAILS SHOWN ON CONSTRUCTION DRAWINGS TAKE PRECEDENCE OVER THE BUILDING ERECTION MANUALS AND GUIDES SUPPLIED. IF THE STEEL BUILDING PURCHASED BY BUYER INCLUDES A STANDING SEAM ROOF, SELLER'S LIMITED STEEL BUILDING WARRANTY WILL BE VOID UNLESS (A) THE ENTIRE STEEL BUILDING IS ERECTED BY A PERSON CERTIFIED BY THE STEEL BUILDING MANUFACTURER AS TRAINED AND QUALIFIED TO ERECT THE STANDING SEAM ROOF PURCHASED BY BUYER, AND (B) BUYER LEASES OR PURCHASES AT BUYER'S OWN COST AND EXPENSE FROM AN EQUIPMENT VENDOR OR LESSOR APPROVED BY THE STEEL BUILDING MANUFACTURER THE CORRECT SEAMING EQUIPMENT REQUIRED FOR INSTALLATION OF THE SPECIFIC STANDING SEAM ROOF PURCHASED BY BUYER AND SUCH CORRECT EQUIPMENT IS USED IN INSTALLATION OF THE STANDING SEAM ROOF. UNLESS SPECIFICALLY STATED IN A SEPARATE ADDENDUM TO THE CONTRACT EXECUTED BY BUYER AND SELLER, SELLER MAKES NO COVENANTS, REPRESENTATIONS, OR WARRANTIES AS TO WHETHER THE STEEL BUILDING OR ANY COMPONENTS OR MATERIALS THEREOF ARE ELIGIBLE OR WILL MEET APPLICABLE CRITERIA FOR LEED® POINTS OR LEED® CERTIFICATION. BUYER IS SOLELY RESPONSIBLE FOR ORDERING A BUILDING OR BUILDING COMPONENTS THAT ARE FIT FOR WHATEVER PURPOSE BUYER MAY HAVE FOR THE BUILDING AND THE COMPONENTS THAT BUYER IS ORDERING. ADDITIONAL DISCLAIMERS BY SELLER ARE CONTAINED HEREIN BELOW.

5. SOLE AND EXCLUSIVE REMEDY: REPLACEMENT, REPAIR, OR CREDIT. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM FOR SHORTAGES, DAMAGES, NON-CONFORMITIES, OR MATERIAL DEFECTS IN THE STEEL BUILDING WARRANTED UNDER SELLER'S LIMITED STEEL BUILDING WARRANTY SHALL, AT SELLER'S SOLE ELECTION, BE LIMITED TO ONE OF THE FOLLOWING: (A) SELLER'S FURNISHING REPLACEMENT COMPONENTS OR PARTS, BUT NOT THE (i) DISMANTLING, DISASSEMBLY OR REMOVAL OF ORIGINAL MATERIALLY DEFECTIVE MATERIALS, PARTS OR COMPONENTS OR THE INSTALLATION OF REPLACEMENT PARTS OR COMPONENTS, (ii) REMOVAL OR UNCOVERING OF ANY THIRD PARTY'S WORK OR REPLACEMENT OR RESTORATION OF ANY SUCH WORK, OR (iii) PAYMENT OF ANY LABOR CHARGES OR OTHER COSTS INCURRED IN CONNECTION THEREWITH; (B) SELLER'S REPAIR OF MATERIALLY DEFECTIVE COMPONENTS OR PARTS, WHICH DOES NOT INCLUDE REMOVAL, UNCOVERING, OR RESTORATION OF ANY THIRD PARTY'S WORK TO EFFECTUATE THE REPAIR, AND SELLER SHALL ONLY BE LIABLE FOR REPAIRS THAT ARE AUTHORIZED IN WRITING BY SELLER PRIOR TO THE REPAIR; OR (C) SELLER'S PROVISION OF A CREDIT TO THE BUYER IN AN AMOUNT BASED ON SELLER'S DETERMINATION OF SELLER'S COST OF REPLACING SHORTED OR MATERIALLY DEFECTIVE COMPONENTS OR PARTS. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, AS SET FORTH HEREIN BELOW. THE REMEDIES STATED IN THIS LIMITED STEEL BUILDING WARRANTY SHALL BE IN LIEU OF ALL OTHER REMEDIES AVAILABLE TO THE BUYER AT LAW OR IN EQUITY, INCLUDING ANY RIGHTS BUYER MAY HAVE TO REJECT GOODS SUPPLIED BY SELLER, TO REVOKE ACCEPTANCE OF GOODS SUPPLIED BY SELLER, OR TO SET-OFF OR REDUCE ANY PAYMENT DUE TO SELLER.

6. LIMITATIONS ON SELLER'S LIABILITY. SELLER SHALL NOT UNDER ANY CIRCUMSTANCES OR IN ANY EVENT BE LIABLE UNDER THIS LIMITED STEEL BUILDING WARRANTY, UNDER THE CONTRACT, OR AT LAW OR IN EQUITY TO BUYER OR TO ANY THIRD PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OR PERSONAL INJURY OR PROPERTY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO COSTS, LOSS OF PROFITS OR REVENUE, OR LOSS OF GOODWILL IN CONJUNCTION WITH OR WHICH ARISE OUT OF PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION CONTAINED IN THE CONTRACT OR THIS LIMITED STEEL BUILDING WARRANTY, OUT OF NEGLIGENCE IN THE COURSE OF SUCH PERFORMANCE, OR OTHERWISE RESULTING IN ANY MANNER FROM THE BUILDING OR OTHER GOODS OR ANY REPLACEMENT MATERIALS, COMPONENTS OR PARTS SUPPLIED OR REPAIRS PERFORMED BY SELLER, INCLUDING THE WORKMANSHIP, DESIGN, MANUFACTURE, USE OR PERFORMANCE OF THE BUILDING OR OTHER GOODS OR ANY CLAIMED DEFECTS THEREIN, WHETHER THE CLAIM FOR DAMAGES IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY. SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS, CLAIM, EXPENSE OR DAMAGE CAUSED BY, CONTRIBUTED TO, OR ARISING OUT OF THE ACTS OR OMISSIONS OF BUYER, ANYONE ACTING TO OR FOR BUYER'S BEHALF OR ANY THIRD PARTIES (INCLUDING WITHOUT LIMITATION ERECTORS OR CARRIERS), WHETHER BY NEGLIGENCE, FAILURE TO MAINTAIN THE BUILDING OR OTHERWISE. CONSEQUENTIAL DAMAGES SHALL MEAN AND INCLUDE, WITHOUT LIMITATION OF THE GENERAL STATEMENT APPEARING ABOVE, IN EACH CASE WHETHER ARISING IN TORT OR IN CONTRACT AND INCLUDING IN EACH CASE NEGLIGENCE: (A) LOSS OF PROFITS; (B) LOSS OF USE; (C) RENTAL EXPENSES; (D) LOSS OF CONTRACTS; (E) LOSS OF BUSINESS; (F) LOSS OF GOODWILL; (G) LOSS OF REVENUE; (H) LOSS OF ORDERS; (I) LOSS OF GOODS, INCLUDING GOODS AFFIXED TO THE BUILDING, STORED WITHIN OR LOCATED INSIDE OF THE BUILDING; (J) LOSS OF IMPROVEMENTS MADE TO OR WITHIN THE BUILDING, SUCH AS BUT NOT LIMITED TO ELECTRICAL, PLUMBING, FIXTURES, HVAC, DRYWALL AND FLOORING; (K) LOSS BY REASON OF ANY DELAY ATTRIBUTABLE TO SELLER OR ITS AGENTS; AND (L) LOSS OF DATA AND INFORMATION.

7. Failure to Pay for Goods; No Extension of Warranty. Seller shall have no obligation under this Limited Steel Building Warranty unless and until Seller has been paid the full amount of the purchase price set forth in the Contract. Neither Buyer's failure to pay the purchase price or any portion thereof when and as due under the Contract nor Seller's repair or replacement of any parts or components hereunder will extend the running of any warranty period under this Limited Steel Building Warranty.

8. Claims Under Seller's Limited Steel Building Warranty. All claims under Seller's foregoing Limited Steel Building Warranty must be in writing and made or initiated during the applicable warranty period. Written notice of all warranty claims shall be given, by hand delivery or overnight messenger with confirmation of receipt, to Seller's President at: Universal Steel Buildings Corp., 400 Island Avenue, McKees Rocks, PA 15136. The written notice shall state with particularity each and every alleged claim and defect being asserted and shall be supported through the provision of specific photographic evidence of the asserted damage or defect. All warranty claims not made or initiated, or for which written notice has not been given, during the warranty period, as set forth herein, are waived and barred, and Buyer shall have no remedy on account of any such claim. By submitting a claim hereunder, Buyer agrees to cooperate fully with Seller with respect to such claim, including through the provision of Seller with access to the premises where the Building is located, is being erected, or has been erected for purposes of Seller's inspection, investigation, and testing, including photographing and taking video footage of the Building and the project site.

9. Miscellaneous. This Limited Steel Building Warranty and the Contract between Seller and Buyer contains Seller's complete warranty for the Building, and all other warranties of any kind are expressly disclaimed as stated herein. This Limited Steel Building Warranty shall for all purposes be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania without regard to choice of law principles. In the event of a conflict between the Contract and this Limited Steel Building Warranty, the Limited Steel Building Warranty shall govern. The United Nations Conventions on Contracts for the International Sale of Goods is hereby disclaimed and shall not be a part of this Limited Steel Building Warranty. This Limited Steel Building Warranty may be modified only in a writing signed by an authorized officer of Seller; and no course of conduct or performance, terms or conditions, or agreement or understanding, oral or written, shall be binding upon Seller as a modification hereof unless set forth in a writing expressly referring to this Limited Steel Building Warranty and the specific modification hereof. Headings appearing at the beginning of sections or paragraphs in this Limited Steel Building Warranty are for convenience only, do not form part of this Limited Steel Building Warranty, and shall not affect its interpretation. The terms and conditions of this Limited Steel Building Warranty are independent of and severable from each other. Any term or provision of this Limited Steel Building Warranty that is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof. This Limited Steel Building Warranty is not assignable.