

# WARRANTY AND MAINTENANCE GUIDE



**VARCO  PRUDEN™**

**Building Solutions. Together.™**

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*\*25 Year KXL and Galvalume Finish Warranties included on Material and Workmanship Warranty*

# Introduction

Varco Pruden Buildings (VP) provides quality services and products to our Builders and customers by strictly adhering to prescribed engineering and manufacturing procedures. Because of strict quality control, VP is confident that the products you receive will perform well and provide years of reliable service. We stand behind our products by offering the most comprehensive warranty program available.

A full range of warranties is available by VP to satisfy the most discriminating owner. The standard VP warranty provides owners with a basic protection plan on materials and workmanship for three-years at no cost to the Builder or Owner. You can get the Material and Workmanship extended up to five-years for an additional charge. Additionally, panel finishes are warranted for up to twenty-five years.

Owners who would like the security of an extended weathertight warranty have various warranty options. VP also offers a ten-year weathertight warranty for our Panel Rib roof system. This warranty is limited to ten years and has restrictions and requirements for minimum square footage and roof slope. Installed properly, this budget minded roof will offer years of leak free protection. For our premium roof systems, VP offers an Extended Weathertightness Warranty which covers SSR & SLR II (seamed panel system) for up to 20-years.

## Importance of a Warranty

Selecting a warranty begins with understanding what the warranty covers and what protection does the warranty provide for the owner.

VP offers a range of different warranties depending on the owner's needs. Purchasing a warranty will help ensure that your investment is protected for years to come. Doing preventive maintenance care for your building is required and is encouraged by VP. Keeping all areas clear of debris and dust is a must. Repairing of flashing, screws and sealants are normal part of building maintenance.

## How to Obtain Your VP Warranty

There are two kinds of warranties offered by Varco Pruden: standard warranties, and optional warranties (including NDL and Optima warranties).

### ❖ **Standard Warranties**

All standard warranties will be sent to you by your Varco Pruden Project Manager/ Project Assistant on the shipment date of your building.

If you do not receive your standard warranty documents, please contact VP's warranty administrator at:

[bbnawarrantyadministrator@bluescopebuildingsna.com](mailto:bbnawarrantyadministrator@bluescopebuildingsna.com) who will either issue your warranty or put you in contact with a local rep to issue the warranty.

Standard Warranties include:

- Material and Workmanship 3 and 5 Year (3 yr. No Charge)
- 25 Year Roof & Wall Kynar Finish Warranty
- 25 Year Roof & Wall Galvalume Finish Warranty

### ❖ **Optional Warranties**

These optional warranties can be purchased at a cost. *Pricing only covers VP's part of the warranty expense.* The Builder may have warranty fees of their own that are not reflected in the *pricing from VP.* *There is a minimum fee required on all Optima Warranties.*

Optional Warranties include: *(See specified warranty for actual cost)*

- 3 and 5 Year \*No Dollar Limit (NDL) Material and Workmanship Warranty
- 10 Year PR Roof Weathertightness Warranty
- 10 and 20 Year SSR/SLR II Weathertightness Warranty
- 10 and 20 Year SSR/SLR II Optima Weathertightness Warranty
- 10 and 20 Year SSR/SLR II \*NDL Weathertightness Warranty
- 10 and 20 Year Structural Warranty

All optional warranties offered by VP must be specified on the VP contract. A full roof inspection is required prior to issuance of a weathertight warranty. ***(A minimum of (2) required inspections on all Optima and NDL Weathertightness warranties)***. The warranty will be issued provided that the roof has passed inspections, with all documents returned and all invoices current.

### ❖ **Optima and NDL Warranties**

Builders purchasing an Optima or \*NDL warranty must be an Optima Certified trained roof installer. Those builders wishing to promote an Optima warranty must make application for their personnel to be certified as Optima Roof Installers. Builder's personnel must have attended a basic CT seminar and worked on two VP projects larger than 20,000 sq. ft each. The Optima Roof Installation training fee is \$250 per person; per session (travel and meals are not included). Optima warranties require written approval from your Lead Project Manager. No Dollar Limit (NDL) warranties require senior management approval per warranty standard procedures.

\*See Warranty for cost and limits of liability.

# Corrosive Environment Guide

A “**YES**” answer to any of these questions (1-12) may indicate an exposure area which would be subject to the Corrosive Environment Exclusion in the Varco Pruden Buildings warranties. However, any positive effects of recent local pollution abatement programs should be considered in evaluating the environment exposure.

- 1 . Has the local environment changed in the past (3) years relative to possible producers of corrosive chemicals, fume or ashes?
- 2 . Does plain galvanized materials in the local environment, which is exposed for three years or less, show signs of rust?
- 3 . Does plain galvanized material in the local environment, which is exposed for four years, show rust stains on more than (10%) of the area?
- 4 . Does plain galvanized material in the local environment, which is exposed for (5) years or more, show rust stains on more than seventy-five percent of the area?
- 5 . Is the building less than 1500 feet from the ocean coastline with surf?
- 6 . Is the building less than 1200 feet from large salt water bay or sound?
- 7 . Is the building less than 1000 feet from salt water, still water harbor, bayou, canal or marsh?
- 8 . Will roof be subject to frequent spray of either salt or fresh water? (Spray from cooling towers, highway or street overpass, etc.)
- 9 . Will the operation proposed in the building create or release corrosive substance that will be able to contact either inside or outside of the roof or wall?
- 10 . Will the operations proposed in the building create a very high humidity (over 50% RH)?
- 11 . Will the building house livestock on a regular basis?
- 12 . Are there existing operations within a half mile radius of the proposed site that are possible producers of corrosive chemicals, fumes or ashes?
  - Cement Plant
  - Concrete Products Plant
  - Fertilizer Plant
  - Kiln
  - Plating Works
  - Steel Mill
  - Chemical Plant
  - Fossil Fuel Power Plant
  - Foundry
  - Paper Mill
  - Refinery
  - Tire Recycle/Manufacturer

# Preventive Maintenance Guide

## Be Aware; Take care of your new building

- ✓ Periodic traffic across the roof can cause leaks. To better protect your roof, you should install an approved walkway system that will keep foot traffic on panels to a minimum. Excessive foot traffic may affect the warranty.
- ✓ Caulking, sealants, rubber boots and plastics have limited lives. Periodic replacement, repair, re-sealing joints and replacing loose fasteners are considered routine building maintenance, which is the owner's responsibility and is not covered by any warranties.
- ✓ Excessive snow/ice storms can cause damage to the structural members as well as the water drainage system. Snow buildup and ice on a roof for extended periods of time can also cause finish failure issues. It is the owner's responsibility to remove snow that is considered excessive for your region and to free any drains of ice.
- ✓ The atmosphere contains elements that can shorten the life of your metal roof and wall panels. To ensure warranty compliance, annually wash dirt and grime from your roof, particularly along the eave. Remove debris from the gutter and downspouts and wash dirt and snowdrift marks from the metal wall panels. A light soapy water mix or mineral water is recommended in harsher conditions.
- ✓ Roof top HVAC Units **MUST HAVE** proper drainage plumbing using PVC materials such that condensation, leakage, solvent, and/or chemicals from the unit DO NOT come in contact with the roof surface or all warranties will be void.
- ✓ Corrosive agents must not be allowed in contact with metal panels. Copper is particularly corrosive to steel and coatings. DO NOT allow copper materials to come in contact with metal panels. DO NOT allow condensation of runoff from copper materials to contact metal panels. Lumber must not contact directly on metal panels. Chemical leaching out of treated lumber will cause damage. Do not use wood blocks to prop up drain lines.
- ✓ Steel or Iron pipe must be painted or coated to prevent rust on wall or roof panels.
- ✓ Soil coming in contact with painted metal wall panels will damage the factory baked on finish. Be sure to restrain soil from coming in contact with the painted surface of your wall panels. Also, restrict foliage from brushing against the panels and remove any concrete or asphalt left on panels by the construction crew.
- ✓ Check exhaust stacks periodically for corrosion. If the exhaust is causing corrosion, extend the stack or coat panels with protective coating.

## CARE AND MAINTENANCE OF PREPAINTED METAL SIDING AND ACCESSORIES

### ❖ **Cleaning Paint Surfaces**

Dirt pickup may cause apparent discoloration of the paint when it has been exposed to dirt-laden atmospheres for long periods of time. Slight chalking may cause some change in appearance in areas of strong sunlight. A good cleaning will often restore the appearance of these buildings and render repainting unnecessary. An occasional light cleaning will help maintain a good appearance.

In many cases, simply washing the building with plain water using hoses or pressure sprays will be adequate. In areas where heavy dirt deposits dull the surface, a solution of water and detergent (1/3 cup Tide detergent per gallon of water for example) may be used. A soft bristle brush with a long handle may be useful. A clear water rinse should follow. Mildew may occur in areas subject to high humidity, but is not normally a problem due to the high inherent mildew resistance of the baked finishes. However, mildew can grow on dirt and spore deposits. To remove mildew, the following solution is recommended:

1/3 cup detergent (e.g. Tide)

2/3 cup tri-sodium phosphate (e.g. DAP T.S.P.)

1-quart sodium hypochlorite 5% solution (e.g. Clorox bleach)

3 quarts water

Strong solvent and abrasive type cleaners should be avoided. Caulking compounds, oil, grease, tars, wax and similar substances can be removed by wiping with a cloth soaked with mineral spirits. Wipe only contaminated areas and follow with detergent cleaning and thorough rinsing.

### ❖ **Panel Touch-Up**

If panel finish is scratched or is to be repainted, contact a qualified contractor to ensure touch-up or paint is compatible with original finish. Touch-up pens are available in various colors from various vendors. Call your local Service Center for further assistance. See back cover for phone numbers. Touch-up any scratches or damages that may have been incurred during erection as soon as possible. Untended scratches can and will cause finish failure and will not be covered under the warranty.

## Building Maintenance Checklist

### 1. SERVICE DOORS\*:

<u>Problem</u>	<u>What To Do?</u>	<u>Frequency!</u>
Hinges = Screws coming loose Hard to swing	Tighten as required Oil as required	1 to 2 times per year
Lockset = Mechanism coming loose Tumbler/Latch sticking	Tighten as required Oil as required	As needed
Threshold = Coming loose Water leakage	Tighten or replace concrete fastener. Apply additional caulk	As needed
Weather Stripping = Coming loose i.e. Water/Air leak (depends on door usage)	Replace as required	As needed
Caulking = Door header (Trim)	Clean out old and replace as required	Every 2 years

*\*Note: VP Walk Doors and frames are supplied with high quality primer as standard. To extend the life of these items, it is recommended that a durable field applied finish paint be added.*

### 2. OVERHEAD DOORS/OPENINGS:

<u>Problem</u>	<u>What To Do?</u>	<u>Frequency!</u>
Door Jambs Structural = Base and Head attachment loosening up (Due to Overhead Door movement)	Tighten Anchor Bolt Nuts and nuts for header to jamb connection as required	1 to 2 times per year
Door Jamb Trim = Damage and dented (Due to door traffic)	Replace Door Jamb Trim	As needed
Overhead Door Track = Loosening (Due to Overhead Door operation)	Tighten Overhead Door track bolts as required	1 to 2 times per year
Overhead Door = Not operating properly	Call Overhead Door company for adjustment	1 or 2 times per year

### 3. WINDOWS\*:

<u>Problem</u>	<u>What To Do?</u>	<u>Frequency!</u>
Water Leakage = Check caulking – (Due to movement and cracking of caulk)	Clean out old caulk and replace caulking	Approximately every 2 years
Window Operation = Horizontal Slide or Commercial window units drag or crank mechanism catches	Clean dust and dirt out. Use light oil (3 in 1) or clear light grease on tracks or operators	As needed
Condensation	Check seal and possibly re-glaze	As needed.



## Building Maintenance Checklist

### 4. LOUVERS\*:

<u>Problem</u>	<u>What To Do?</u>	<u>Frequency!</u>
Water Leakage = Check caulking – (Due to movement and cracking)	Clean out old caulk and replace caulking	Every 2 years
Louver Fin Operation = Fins drag or will not move	Clean dust and dirt out. Use light oil or light grease on operators	As needed

*\*Note: VP Louvers are supplied with a high quality paint as standard.*

### 5. RIDGE VENTS:

<u>Problem</u>	<u>What To Do?</u>	<u>Frequency!</u>
Damper Inoperable = Damper chains or cords not on tracks; pulleys not on correct alignment; drag or hard to operate	Check chains and/or cords for attachment. Oil or grease damper rods and pulleys.	As needed

### 6. ROOF TOP FLASHING UNITS:

<u>Problem</u>	<u>What To Do?</u>	<u>Frequency!</u>
Water Leakage = Due to mechanical unit vibration and roof movement	Check sealant, mastic, fasteners. Clean out old mastic/sealant and replace with new. Replace or tighten loose fasteners.	Once a year

*Special Note: Do not use "Black" roof tar for repair. Many consumer available caulks and mastics are unsuitable for metal buildings or may contain components that can damage some finishes. It is recommended that you contact your VP Builder for approved repair materials and procedures.*

### 7. PAINTED WALL PANEL SURFACES:

<u>Problem</u>	<u>What To Do?</u>	<u>Frequency!</u>
Dirt Pickup = Winds, Atmosphere	Light Cleaning = Simple wash with plain water	Once a year
	Heavy Dirt = 1/3 cup detergent (per gallon water), soft bristle brush, clean water rinse	As needed
Slight Chalking = Strong Sunlight		
Mildew = High humidity and dirt	Mildew = 1/3 cup detergent 2/3 cup T.S.P. 1 quart Clorox 3 quarts water Clean water rinse	As needed
Grease and Oil = Building use spills	Grease and Oil = Mineral spirits, detergent wash, clean water rinse	As needed

## Building Maintenance Checklist

<b>8. BASE OF WALL PANEL:</b>		
<b><u>Problem</u></b>	<b><u>What To Do?</u></b>	<b><u>Frequency!</u></b>
Discolor, Rust, Dirt, Mold, etc. (Due to Backfill too close, fertilizer left on base and base trim, weed spray on base, dirt piled on base trim)	Remove dirt; remove excess backfill; wash fertilizer off with water. Keep spray off panel. (Install 1' to 2' wide wash gravel strip at base)	As needed
<b>9. REPAIR DAMAGE TO ROOF PANELS:</b>		
<b><u>Problem</u></b>	<b><u>What To Do?</u></b>	<b><u>Frequency!</u></b>
Dented high ribs and broken seals of panels	Warn people not to walk on ribs or end laps and call builder	Each time on the roof!
Excess "Trash" on panels	Always clean up	As needed
Vent pipes rusting	Field paint with approved paint	As needed
Stains from mechanical equipment	Field paint with approved paint	As needed
Surface rust from mechanical equipment	Field paint with approved paint	As needed
Service Equipment, People Traffic	Warn service equipment people about above items. Consider installing roof walkway system.	
<b>10. FASCIA TRIM ITEMS, EAVE, GUTTER, RAKE AND CORNERS:</b>		
<b><u>Problem</u></b>	<b><u>What To Do?</u></b>	<b><u>Frequency!</u></b>
Review Trim items for damage	Replace items as required	As needed
Gutters and downspouts	Clean out leaves, etc.	Twice a year, spring and fall
<b>11. ICE AND SNOW BUILD-UP:</b>		
<b><u>Problem</u></b>	<b><u>What To Do?</u></b>	<b><u>Frequency!</u></b>
Extreme build-up will happen at roof height changes, steps in roof, valley gutters and fascia gutter	Caution must be taken to remove excess snow and ice. See "Snow Removal" section	As needed
<b>12. INSULATION SYSTEM:</b>		
<b><u>Problem</u></b>	<b><u>What To Do?</u></b>	<b><u>Frequency!</u></b>
<b>Condensation</b> = Torn vapor barriers	Repair with patch tape	As needed
<b>Improper Ventilation</b> – unvented gas heaters	Contact H.V.A.C. contractor	As needed

## Building Maintenance Checklist

### 13. CRANE SYSTEMS:

<u>Problem</u>	<u>What To Do?</u>	<u>Frequency!</u>
<b>Loosening of Bolts:</b> Runway hook bolts and other crane beams and connection	Tighten and check all bolts	Twice a year as minimum. More often if crane is heavily used.

### 14. PRIMARY & SECONDARY FRAMING SHOP COAT (PAINT):

<u>Problem</u>	<u>What To Do?</u>	<u>Frequency!</u>
<b>Surface Rusting:</b> Shop coat is intended for short-term exposure only during shipping and erection. Minor abrasion is inevitable during handling.	Minor rusting will not affect structural integrity and may be left as is.	As needed
<b>Runs, Drips and Blemishes:</b> Shop application is for short term protection and is not intended to have the appearance of a field applied coat.	Touch up with compatible primer or apply finish coat with appropriate prep. Leave as is or may be field worked.	As needed

### 15. ROOF SNOW ACCUMULATION:

Roof snow accumulations in excess of specified project design loading criteria can cause significant distress to your building's structural system. Snow will build up in areas around firewalls, parapet walls, valleys, dormers and on lower roof levels where a roof step occurs. Since the density of snow varies depending on weather conditions during and after a snowfall, it is not possible to determine a single value for the allowable height of snow that a building can safely support.

In addition, the underlying snow density increases due to melting from the building heat loss and as water is absorbed from the melting snow above. As weather and temperature changes continue, ice may build up under the snow layers, further increasing the building roof loading intensity. This ice buildup also causes additional water back up on the roof deck.

The most severe condition occurs when rain falls on a roof system already loaded by snow. In this case, the snow absorbs the rainwater, and loads can approach the weight of water (62.4 pounds per cubic foot, or 5.2 pounds per inch of depth). This condition must be monitored with extreme caution. As a general rule, normal snow densities (without rain on snow) range from 20 PCF to 30 PCF. That translates to approximately 2.5 lbs. per inch of depth.

**The following procedure may be used as a guideline for responding to roof overload conditions due to snow and ice buildup conditions:**

## Building Maintenance Checklist

### ❖ Snow Removal:

1. Visually inspect the roof system to identify unusual deflections of frames, purlins or joists. Starting in this area, remove approximately one-half of the snow depth in a pattern that does not cause an unbalanced loading condition on the frames or purlins. Snow should be removed in layers, gradually decreasing load as opposed to causing unbalanced load by clearing one area while other areas are fully loaded.
2. In general, the shoveling pattern should progress from each end wall of the building towards the center. On larger roof areas, additional people working from the center of the building to the ends is recommended.
3. Along the building width, remove snow from the eaves toward the ridge, sliding the snow off the roof over the gutter. On gabled buildings, remove the snow on both sides of the ridge at the same time.
4. If possible, use draglines through the snow, working from the end walls to avoid getting up on the roof.
5. Never use metal shovels or “scrape” the roof down to the surface of the panel. Remember, the objective is to relieve the excess loading condition due to the weight of the snow, not to completely clear the roof panel of all snow and ice. Attempting to scrape the roof will result in broken fasteners, creating roof leaks.
6. Keep gutters, downspouts and roof drains open and free flowing to prevent water back up and ice buildup on the roof system. Ice damming conditions are especially likely on the north side of a building and in shaded areas. Installing heat tape in gutters and downspouts can also be used as a precaution; however, heat tapes may not be 100% effective in extremely low temperatures and should be checked regularly.
7. Watch for large deflections and listen for unusual noises when snow and ice buildup conditions exist.

### ❖ Safety Guidelines:

1. Always provide proper safety precautions when working on the roof.
2. Pay special attention to and be aware of Translucent Roof Panel locations. These panels are not intended to support roof foot traffic loads.
3. Be cautious of snow or ice breaking away and sliding down the roof, even on low slope buildings. Metal roof systems are extremely slippery when wet.
4. Use extreme care when working along the edge of the roof.
5. Never send one person alone on a roof to remove snow.

## Warranty Claim

Should you notice that the warranted product is not performing according to expectations, it is necessary for the owner or builder to investigate the issue and gather as much information before submitting a claim. Claim submission needs to be brought to the attention of VP prior to the expiration of the applicable warranty period.

Upon making a claim, a copy of the signed warranty will be requested before any investigation begins. You may be asked for pictures and samples. Panel samples are tested by VP to determine the defective agent. Once all documentation is presented, then VP may send a representative out to 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 VP 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 VP and Builder for all investigation costs incurred for claims not covered by the warranties and failure to do so will release VP and Builder from all obligations.



Varco Pruden Buildings, a division of BlueScope Buildings North America, Inc. ("Varco Pruden Buildings" or "VP"), subject to the terms and conditions contained on the front and back of this Warranty, 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 manufacturing workmanship for a period of three (3) 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)

Ship Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

**Definitions**

"Accessories" are goods provided by Varco Pruden Buildings' but not manufactured by Varco Pruden Buildings'. The Accessories' manufacturer shall be solely responsible for warranty coverage of all Accessories.

"Accessory Warranty" means the warranty provided by the manufacturer of any Accessory included with an Order.

"Building" means any building or building system, including roof systems manufactured by Varco Pruden Buildings, that is erected using the Goods.

"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 Goods (either as Goods or as an erected structure), such as the end user of such Goods ("Owner") and/or the Builder identified herein.

"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.

"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.

"Endorsements" means any separate ancillary warranties agreed to in writing by both parties.

"Goods" means, collectively, Products and Accessories.

"Owner" means the end user of the Goods.

"Products" are goods manufactured by Varco Pruden Buildings.

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

"Warranties" means this Warranty, the Additional Warranties and all Endorsements.

"Warranty" means this Standard Warranty.

**ADDITIONAL WARRANTIES**

**A. 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.

**B. 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 1/2" 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:

1. Varco Pruden Buildings' obligations under the Warranties do not extend to damage or failure of the Products caused, partially or wholly, by, but not limited to, the following:
  - a. Improper storage, handling, erection, installation, maintenance or repair;
  - b. Shipping, unloading, or handling
  - 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 Goods in a way that allows for adequate circulation;
  - h. Failure to remove construction debris, metal filings, or other accumulations of foreign substances or Goods from the surface of the Goods;
  - 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 Goods 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; or,
  - p. Acts of God or any other circumstances or occurrences beyond Varco Pruden Buildings' control.
  - q. Damage 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 Builder's obligations specified in the Warranties apply to:
  - a. Goods 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, however, in the event that a court of competent jurisdiction deems that Varco Pruden Buildings has any warranty obligations for Accessories, then, all limitations that apply to Products shall apply to Accessories;
  - e. All items not provided by Varco Pruden Buildings;
  - f. Used Goods;
  - 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 Goods 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;
  - k. Corrective actions not under the control or direction of Varco Pruden Buildings; and,
  - l. Any Goods installed or erected within a corrosive environment (see corrosive environment checklist).
3. Varco Pruden Buildings does not warrant the Goods 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 ninety (90) 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, Varco Pruden Buildings may inspect the defective Goods 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 agrees to defend and indemnify Varco Pruden Buildings for 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 original 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 Goods 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 **THIS WARRANTY AND ANY OPTIONAL ENDORSEMENTS PURCHASED SET FORTH THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT 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 THIS WARRANTY OR OPTIONAL ENDORSEMENTS ARE DISCLAIMED BY VARCO PRUDEN BUILDINGS AND BUILDER.** Oral statements about the Goods or statements contained in Company's general advertising, pamphlets, brochures, or other printed materials do not constitute warranties and Buyer confirms that this Order is not placed in reliance upon them.
8. **VARCO PRUDEN BUILDINGS' AGGREGATE LIABILITY TO BUYER, OWNER, AND ANY THIRD PARTY, AND BUYER'S AND OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST VARCO PRUDEN BUILDINGS WILL BE THE REFUND, REPAIR, OR REPLACEMENT OF THE DEFECTIVE GOODS, AND NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, DIRECT, LIQUIDATED, DELAY, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, DAMAGE TO PROPERTY, OR ANY OTHER LOSS) WILL BE AVAILABLE TO THEM, WHETHER THE REMEDY IS BASED UPON DIRECT ACTION, SUIT FOR CONTRIBUTIONS OR INDEMNITY, OR OTHERWISE, WHETHER ARISING OUT OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY IN TORT, OR OTHERWISE, REGARDLESS OF WHETHER ANY DEFECT WAS DISCOVERABLE OR LATENT AT THE TIME OF DELIVERY OF THE GOODS. AN INDIVIDUAL EMPLOYEE OR AGENT OF VARCO PRUDEN BUILDINGS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THE GOODS.** This exclusive remedy will not be deemed to have failed of its essential purpose so long as Varco Pruden Buildings is willing and able to refund, repair, or replace the defective Goods. 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 the replacement cost for the defective Goods.
9. 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 Goods and services for the transaction to which the Warranties apply.

10. 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.

SAMPLE





Varco Pruden Buildings, a division of BlueScope Buildings North America, Inc. ("Varco Pruden Buildings" or "VP"), subject to the terms and conditions contained on the front and back of this Warranty, 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 manufacturing 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)  
Ship Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

**Definitions**

"Accessories" are goods provided by Varco Pruden Buildings' but not manufactured by Varco Pruden Buildings'. The Accessories' manufacturer shall be solely responsible for warranty coverage of all Accessories.

"Accessory Warranty" means the warranty provided by the manufacturer of any Accessory included with an Order.

"Building" means any building or building system, including roof systems manufactured by Varco Pruden Buildings, that is erected using the Goods.

"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 Goods (either as Goods or as an erected structure), such as the end user of such Goods ("Owner") and/or the Builder identified herein.

"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.

"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.

"Endorsements" means any separate ancillary warranties agreed to in writing by both parties.

"Goods" means, collectively, Products and Accessories.

"Owner" means the end user of the Goods.

"Products" are goods manufactured by Varco Pruden Buildings.

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

"Warranties" means this Warranty, the Additional Warranties and all Endorsements.

"Warranty" means this Standard Warranty.

**ADDITIONAL WARRANTIES**

**A. 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.

**B. 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 1/2" 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:

1. Varco Pruden Buildings' obligations under the Warranties do not extend to damage or failure of the Products caused, partially or wholly, by, but not limited to, the following:

- a. Improper storage, handling, erection, installation, maintenance or repair;
- b. Shipping, unloading, or handling
- 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 Goods in a way that allows for adequate circulation;
- h. Failure to remove construction debris, metal filings, or other accumulations of foreign substances or Goods from the surface of the Goods;
- 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 Goods 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; or,
- p. Acts of God or any other circumstances or occurrences beyond Varco Pruden Buildings' control.
- q. Damage 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 Builder's obligations specified in the Warranties apply to:

- a. Goods 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, however, in the event that a court of competent jurisdiction deems that Varco Pruden Buildings has any warranty obligations for Accessories, then, all limitations that apply to Products shall apply to Accessories;
- e. All items not provided by Varco Pruden Buildings;
- f. Used Goods;
- 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 Goods 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;
- k. Corrective actions not under the control or direction of Varco Pruden Buildings; and,
- l. Any Goods installed or erected within a corrosive environment (see corrosive environment checklist).

3. Varco Pruden Buildings does not warrant the Goods 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 ninety (90) 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, Varco Pruden Buildings may inspect the defective Goods 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 agrees to defend and indemnify Varco Pruden Buildings for 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 original 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 Goods 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: **THIS WARRANTY AND ANY OPTIONAL ENDORSEMENTS PURCHASED SET FORTH THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT 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 THIS WARRANTY OR OPTIONAL ENDORSEMENTS ARE DISCLAIMED BY VARCO PRUDEN BUILDINGS AND BUILDER.** Oral statements about the Goods or statements contained in Company's general advertising, pamphlets, brochures, or other printed materials do not constitute warranties and Buyer confirms that this Order is not placed in reliance upon them.

8. **VARCO PRUDEN BUILDINGS' AGGREGATE LIABILITY TO BUYER, OWNER, AND ANY THIRD PARTY, AND BUYER'S AND OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST VARCO PRUDEN BUILDINGS WILL BE THE REFUND, REPAIR, OR REPLACEMENT OF THE DEFECTIVE GOODS, AND NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, DIRECT, LIQUIDATED, DELAY, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, DAMAGE TO PROPERTY, OR ANY OTHER LOSS) WILL BE AVAILABLE TO THEM, WHETHER THE REMEDY IS BASED UPON DIRECT ACTION, SUIT FOR CONTRIBUTIONS OR INDEMNITY, OR OTHERWISE, WHETHER ARISING OUT OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY IN TORT, OR OTHERWISE, REGARDLESS OF WHETHER ANY DEFECT WAS DISCOVERABLE OR LATENT AT THE TIME OF DELIVERY OF THE GOODS. AN INDIVIDUAL EMPLOYEE OR AGENT OF VARCO PRUDEN BUILDINGS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THE GOODS.** This exclusive remedy will not be deemed to have failed of its essential purpose so long as Varco Pruden Buildings is willing and able to refund, repair, or replace the defective Goods. 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 the replacement cost for the defective Goods.

9. 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 Goods and services for the transaction to which the Warranties apply.

10. 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.

SAMPLE



10 Year Panel Rib Roof System
Weathertightness Endorsement
to the Varco Pruden Buildings Standard Warranty

Builder warrants to the Owner, and Varco Pruden Buildings, a division of BlueScope Buildings North America, Inc. ("Varco Pruden Buildings") warrants Builder's performance, that the Roof System on the Building described below will remain weathertight for a period of ten (10) years from the "final or passed" Roof Inspection Date (the "WE Term"), and during such WE Term, Builder will repair or stop any roof leaks in the Roof System caused by ordinary wear and tear under normal weather and atmospheric conditions.

Project / Owner: \_\_\_\_\_
Builder: \_\_\_\_\_ Bldr. # \_\_\_\_\_
Building: \_\_\_\_\_ (Street) (City) (State) (Zip Code)
Project Number: \_\_\_\_\_ Passed Roof Inspection Date: \_\_\_\_\_

TOTAL COST OF WARRANTY = (\$0.03 sq ft for warranty & 0.05 sq ft for materials for a total of \$0.08 sq ft or \$1,000 min) (min. 30,000 sq. ft.)

"Roof System" includes:

VP Roof panels, stainless headed fasteners, the Roof Components specified above, lap-joint that connects two like roof panels together in the side-to-side direction (width-wise), and the "panel splice lap" that splices two like roof panels together to extend a continuous panel in the ridge-to-eave direction (length-wise).

"Roof System" excludes:

all other elements, components, and Materials whatsoever, including but not limited to, vents, gutters, valleys, transitions, gable assemblies, eave assemblies, Non-approved Builder and/or contractor flashings, roof penetrations, roof curbs, trim components, sealants, skylights, other attachments, field work and field cutting and fitting of any kind, accessories and all other items not supplied by VP.

QUALIFICATION FOR ISSUANCE OF WARRANTY:

- Minimum roof slope of 1:12, Maximum roof slope of 4:12
Maximum 100' of slope for any given roof plane (i.e. ridge to eave)
1/8"x1" mastic at side and end laps instead of the std. 3/16" x 1/4" mastic
Stainless Steel cap screws with washers spaced per VP's UL-90 and Ice Damming detail RC04B4
1/8" X 1" mastic located as shown on Details RCV367, RCV368 and RCV369
Minimum of 30,000 square foot of roof area
Follow and ensure all requirements of the pre-inspection checklist

For all Claims covered by this Endorsement:

- 1. Builder will take all necessary actions to repair or stop any roof leaks in the Roof System.
2. Builder will provide, at its expense, all labor and equipment required to perform the necessary repairs or replacements under this Endorsement.
3. VARCO PRUDEN BUILDINGS will provide, at its expense, replacement materials for any defective Products.

The maximum combined liability of Builder and/or Varco Pruden Buildings for the aggregate of all Covered Claims under this Endorsement will not exceed (\$0.25 per sq. ft. x roof area) \$

The foregoing sentence expressly supersedes the liability cap stated in Section 7.b. of the Warranty as it applies to this Endorsement, but the remainder of the Section remains in full force. Builder is responsible for and indemnifies Varco Pruden Buildings against all costs of Covered Claims, including materials, covered by this Endorsement if the Covered Claim relates to or arises from Builder's acts or omissions.

This Endorsement is effective only upon receipt within (120) days after passed roof inspection by Varco Pruden Buildings of the Warranty and this Endorsement signed by the Owner and Builder.

Read and accepted:

Owner \_\_\_\_\_ Builder \_\_\_\_\_ Varco Pruden Buildings
Name \_\_\_\_\_ Name \_\_\_\_\_ Name \_\_\_\_\_
Signature \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_
Date \_\_\_\_\_ Date \_\_\_\_\_



10 Year Roof System
Weathertightness Endorsement
to the Varco Pruden Buildings Standard Warranty for SSR/SLRII

Builder warrants to the Owner, and Varco Pruden Buildings, a division of BlueScope Buildings North America, Inc. ("Varco Pruden Buildings") warrants Builder's performance, that the Roof System on the Building described below will remain weathertight for a period of twenty (10) years from the "final or passed" Roof Inspection Date (the "WE Term"), and during such WE Term, Builder will repair or stop any roof leaks in the Roof System caused by ordinary wear and tear under normal weather and atmospheric conditions.

Project / Owner: \_\_\_\_\_
Builder: \_\_\_\_\_ Bldr. # \_\_\_\_\_
Building: \_\_\_\_\_
(Street) (City) (State) (Zip Code)
Project Number: \_\_\_\_\_ Passed Roof Inspection Date: \_\_\_\_\_

TOTAL COST OF WARRANTY = SSR/SLRII = (sq. ft. x \$0.02) (min. \$1,000)

"Roof System" includes:

VP Roof panels, stainless headed fasteners, the Roof Components specified above, the corrugated ("standing") seam or lap-joint that connects two like roof panels together in the side-to-side direction (width-wise), and the "panel splice lap" that splices two like roof panels together to extend a continuous panel in the ridge-to-eave direction (length-wise) and Standard ridge condition.

"Roof System" excludes:

all other elements, components, and Materials whatsoever, including but not limited to, vents, gutters, valleys, transitions, gable assemblies, eave assemblies, non-approved builder and/or contractor flashings, roof penetrations, roof curbs, trim components, sealants, skylights, other attachments, field work and field cutting and fitting of any kind, accessories and all other items not supplied by VP. Air leaks, condensation, buildings with an end use for refrigeration or freezing or with an average temperature held below 65 degrees.

SSR/SLRII: minimum roof slope for this endorsement is 1/4:12 or greater as stated in the product literature

For all Claims covered by this Endorsement:

- 1. Builder will take all necessary actions to repair or stop any roof leaks in the Roof System.
2. Builder will provide, at its expense, all labor and equipment required to perform the necessary repairs or replacements under this Endorsement.
3. Varco Pruden Buildings will provide, at its expense, replacement materials for any defective Products.

The maximum combined liability of Builder and/or Varco Pruden Buildings for the aggregate of all Covered Claims under this Endorsement will not exceed (SSR & SLRII = \$0.25 sq. ft. x roof area) \$ \_\_\_\_\_. The foregoing sentence expressly supersedes the liability cap stated in Section 7.b. of the Warranty as it applies to this Endorsement, but the remainder of the Section remains in full force.

This Endorsement is effective only upon receipt within (120) days after passed roof inspection by Varco Pruden Buildings of the Warranty and this Endorsement signed by the Owner and Builder.

Read and accepted:

Owner | \_\_\_\_\_ Builder | \_\_\_\_\_ Varco Pruden Buildings
Name | \_\_\_\_\_ Name | \_\_\_\_\_ Name | \_\_\_\_\_
Signature | \_\_\_\_\_ Signature | \_\_\_\_\_ Signature | \_\_\_\_\_
Date | \_\_\_\_\_ Date | \_\_\_\_\_



20 Year Roof System
Weathertightness Endorsement
to the Varco Pruden Buildings Standard Warranty for SSR/SLRII

Builder warrants to the Owner, and Varco Pruden Buildings, a division of BlueScope Buildings North America, Inc. ("Varco Pruden Buildings") warrants Builder's performance, that the Roof System on the Building described below will remain weathertight for a period of twenty (20) years from the "final or passed" Roof Inspection Date (the "WE Term"), and during such WE Term, Builder will repair or stop any roof leaks in the Roof System caused by ordinary wear and tear under normal weather and atmospheric conditions.

Project / Owner: \_\_\_\_\_
Builder: \_\_\_\_\_ Bldr. # \_\_\_\_\_
Building: \_\_\_\_\_ (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code)
Project Number: \_\_\_\_\_ Passed Roof Inspection Date: \_\_\_\_\_

TOTAL COST OF WARRANTY = SSR/SLRII = (sq. ft. x \$0.05) (min. \$1,000)

"Roof System" includes:

VP Roof panels, stainless headed fasteners, the Roof Components specified above, the corrugated ("standing") seam or lap-joint that connects two like roof panels together in the side-to-side direction (width-wise), and the "panel splice lap" that splices two like roof panels together to extend a continuous panel in the ridge-to-eave direction (length-wise) and Standard ridge condition.

"Roof System" excludes:

all other elements, components, and Materials whatsoever, including but not limited to, vents, gutters, valleys, transitions, gable assemblies, eave assemblies, non-approved builder and/or contractor flashings, roof penetrations, roof curbs, trim components, sealants, skylights, other attachments, field work and field cutting and fitting of any kind, accessories and all other items not supplied by VP. Air leaks, condensation, buildings with an end use for refrigeration or freezing or with an average temperature held below 65 degrees.

SSR/SLRII: minimum roof slope for this endorsement is 1/4:12 or greater as stated in the product literature

For all Claims covered by this Endorsement:

- 1. Builder will take all necessary actions to repair or stop any roof leaks in the Roof System.
2. Builder will provide, at its expense, all labor and equipment required to perform the necessary repairs or replacements under this Endorsement.
3. Varco Pruden Buildings will provide, at its expense, replacement materials for any defective Products.

The maximum combined liability of Builder and/or Varco Pruden Buildings for the aggregate of all Covered Claims under this Endorsement will not exceed (SSR & SLRII = \$0.25 sq. ft. x roof area) \$ \_\_\_\_\_. The foregoing sentence expressly supersedes the liability cap stated in Section 7.b. of the Warranty as it applies to this Endorsement, but the remainder of the Section remains in full force.

This Endorsement is effective only upon receipt within (120) days after passed roof inspection by Varco Pruden Buildings of the Warranty and this Endorsement signed by the Owner and Builder.

Read and accepted:

Owner \_\_\_\_\_ Builder \_\_\_\_\_ Varco Pruden Buildings
Name \_\_\_\_\_ Name \_\_\_\_\_ Name \_\_\_\_\_
Signature \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_
Date \_\_\_\_\_ Date \_\_\_\_\_



**10 Year NDL Structural Endorsement  
to Varco Pruden Buildings Standard NDL Warranty**

Builder warrants to the Owner, and Varco Pruden Buildings, a division of BlueScope Buildings North America, Inc. ("**Varco Pruden Buildings**") warrants Builder's performance, that the Structural Components on the Building described below will perform in accordance with the "Letter of Certification – Loading" (the "**Letter**") for a period of ten (**10**) years from the "final or passed" Structural Inspection Date (the "**SE Term**"), and that, in the event of a Covered Claim during the SE Term, Builder will bring the Structural Components into compliance with the Letter. All terms and conditions set forth in the Varco Pruden Buildings Standard Warranty for the Varco Pruden Buildings Order No. specified below are incorporated into this Endorsement and the Warranty must be read in conjunction with this Endorsement to understand the rights and obligations of each party. All capitalized terms in this Endorsement, unless otherwise defined herein, have the same meaning ascribed to them in the Warranty.

Project / Owner: _____			
Builder: _____			Bldr. # _____
Building: _____	(Street)	(City)	(State) (Zip Code)
Project Number: _____		Passed Structural Inspection Date: _____	

**TOTAL COST: (0 to 10,000 sq ft = \$2,000) (10 to 100,000 sq ft = \$2,500) (100 to 200,000 sq ft = \$3,000) (over 200,000 sq ft = \$3,500)**

"**Structural Components**" *includes* the following Materials provide by **Varco Pruden Buildings**:

- **Varco Pruden Buildings** primary and secondary framing members
- **Varco Pruden Buildings** bracing systems
- **Varco Pruden Buildings** -supplied mezzanines and crane systems, where applicable

"**Structural Components**" *excludes* the following Materials provide by **Varco Pruden Buildings**:

- Roof and wall fasteners and accessories such as doors, windows, vents, skylights, roof hatches, light transmitting panels, roof curbs or rooftop units
- Foundations, floor slabs, masonry, stucco, lightning protection, signage, flag poles, or any glass or glazing systems, failure due to foundation or the design of the foundation.
- Any materials or components not provided by **Varco Pruden Buildings**.

A Claim relating to the Letter is covered if Varco Pruden Buildings reasonably determines:

1. The Building was installed in a professional and workmanlike manner, in accordance with the documentation provided by Varco Pruden Buildings and the then current standards of the MBMA;
2. The loads indicated in the Letter were not exceeded at any time;
3. No modification, removal or replacement of the Structural Components was made without Varco Pruden Buildings written consent;
4. The building site has not been modified by the addition of buildings or otherwise in a manner that would cause a change to the design loads of the Building, such as snow drifting caused by an adjacent structure;
5. The Claim is not caused, in whole or in part, by use and occupancy of the Building or deterioration that may result from the effects of hail, flood, lightning or a corrosive environment;
6. No event has occurred during the use and occupancy of the Building that may have weakened the structural integrity of the Building, such as the Building being contacted by heavy machinery, automobiles, or trees; and,
7. All other terms and conditions of this Endorsement and the Warranty have been satisfied.

For all Claims covered by this Endorsement:

1. Builder will take all necessary actions to bring the Structural Components or Building, as applicable, into compliance with the Letter or to provide for the replacement of the affected Structural Components if Varco Pruden Buildings, in its sole discretion, determines replacement to be more cost effective than repairing the Structural Components.
2. Builder will provide, at its expense, all labor required to perform the necessary repairs or replacements under this Endorsement.
3. Varco Pruden Buildings will provide, at its expense, the Structural Components required to bring the Building into compliance with the Letter for all Claims made pursuant to this Endorsement.

**The maximum combined liability of Builder and Varco Pruden Buildings for the aggregate of all Covered Claims under this Endorsement will not exceed the original cost of Structural Components for the Project.** The foregoing sentence expressly supersedes the liability cap stated in Section 7.b. of the Warranty as it applies to this Endorsement, but the remainder of the Section remains in full force. Builder is responsible for and indemnifies Varco Pruden Buildings against all costs of Covered Claims, including materials, covered by this Endorsement if the Covered Claim relates to or arises from Builder's acts or omissions.

**This Endorsement is effective only upon receipt within (120) days after passed roof inspection by Varco Pruden Buildings of the Warranty and this Endorsement signed by the Owner and Builder.**

**Read and accepted:**

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



**20 Year NDL Structural Endorsement  
to Varco Pruden Buildings Standard NDL Warranty**

Builder warrants to the Owner, and Varco Pruden Buildings, a division of BlueScope Buildings North America, Inc. ("**Varco Pruden Buildings**") warrants Builder's performance, that the Structural Components on the Building described below will perform in accordance with the "Letter of Certification – Loading" (the "**Letter**") for a period of twenty (**20**) years from the "final or passed" Structural Inspection Date (the "**SE Term**"), and that, in the event of a Covered Claim during the SE Term, Builder will bring the Structural Components into compliance with the Letter. All terms and conditions set forth in the Varco Pruden Buildings Standard Warranty for the VARCO PRUDEN BUILDINGS Order No. specified below are incorporated into this Endorsement and the Warranty must be read in conjunction with this Endorsement to understand the rights and obligations of each party. All capitalized terms in this Endorsement, unless otherwise defined herein, have the same meaning ascribed to them in the Warranty.

Project / Owner: _____			
Builder: _____			Bldr. # _____
Building: _____	(Street)	(City)	(State) (Zip Code)
Project Number: _____		Passed Structural Inspection Date: _____	

**TOTAL COST: 0 to 10,000 sq ft = (\$3,000; 10 to 100,000 sq ft = \$3,500; 100 to 200,000 sq ft = \$4,000; over 200,000 sq ft = \$4,500)**

"Structural Components" *includes* the following Materials provide by **Varco Pruden Buildings**:

- **Varco Pruden Buildings** primary and secondary framing members
- **Varco Pruden Buildings** bracing systems
- **Varco Pruden Buildings** -supplied mezzanines and crane systems, where applicable

"Structural Components" *excludes* the following Materials provide by **VARCO PRUDEN BUILDINGS**:

- Roof and wall fasteners and accessories such as doors, windows, vents, skylights, roof hatches, light transmitting panels, roof curbs or rooftop units
- Foundations, floor slabs, masonry, stucco, lightning protection, signage, flag poles, or any glass or glazing systems, failure due to foundation or the design of the foundation.
- Any materials or components not provided by **Varco Pruden Buildings**.

A Claim relating to the Letter is covered if Varco Pruden Buildings reasonably determines:

1. The Building was installed in a professional and workmanlike manner, in accordance with the documentation provided by Varco Pruden Buildings and the then current standards of the MBMA;
2. The loads indicated in the Letter were not exceeded at any time;
3. No modification, removal or replacement of the Structural Components was made without Varco Pruden Buildings written consent;
4. The building site has not been modified by the addition of buildings or otherwise in a manner that would cause a change to the design loads of the Building, such as snow drifting caused by an adjacent structure;
5. The Claim is not caused, in whole or in part, by use and occupancy of the Building or deterioration that may result from the effects of hail, flood, lightning or a corrosive environment;
6. No event has occurred during the use and occupancy of the Building that may have weakened the structural integrity of the Building, such as the Building being contacted by heavy machinery, automobiles, or trees; and,
7. All other terms and conditions of this Endorsement and the Warranty have been satisfied.

For all Claims covered by this Endorsement:

1. Builder will take all necessary actions to bring the Structural Components or Building, as applicable, into compliance with the Letter or to provide for the replacement of the affected Structural Components if Varco Pruden Buildings, in its sole discretion, determines replacement to be more cost effective than repairing the Structural Components.
2. Builder will provide, at its expense, all labor required to perform the necessary repairs or replacements under this Endorsement.
3. Varco Pruden Buildings will provide, at its expense, the Structural Components required to bring the Building into compliance with the Letter for all Claims made pursuant to this Endorsement.

**The maximum combined liability of Builder and Varco Pruden Buildings for the aggregate of all Covered Claims under this Endorsement will not exceed the original cost of Structural Components for the Project.** The foregoing sentence expressly supersedes the liability cap stated in Section 7.b. of the Warranty as it applies to this Endorsement, but the remainder of the Section remains in full force. Builder is responsible for and indemnifies Varco Pruden Buildings against all costs of Covered Claims, including materials, covered by this Endorsement if the Covered Claim relates to or arises from Builder's acts or omissions.

**This Endorsement is effective only upon receipt within (120) days after passed roof inspection by Varco Pruden Buildings of the Warranty and this Endorsement signed by the Owner and Builder.**

**Read and accepted:**

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





STANDARD ND L

Varco Pruden Buildings, a division of BlueScope Buildings North America, Inc. ("Varco Pruden Buildings" or "VP"), subject to the terms and conditions contained on the front and back of this Warranty, 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 manufacturing workmanship for a period of three (3) 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)
Ship Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

Definitions

"Accessories" are goods provided by Varco Pruden Buildings' but not manufactured by Varco Pruden Buildings'. The Accessories' manufacturer shall be solely responsible for warranty coverage of all Accessories.

"Accessory Warranty" means the warranty provided by the manufacturer of any Accessory included with an Order.

"Building" means any building or building system, including roof systems manufactured by Varco Pruden Buildings, that is erected using the Goods.

"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 Goods (either as Goods or as an erected structure), such as the end user of such Goods ("Owner") and/or the Builder identified herein.

"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.

"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.

"Endorsements" means any separate ancillary warranties agreed to in writing by both parties.

"Goods" means, collectively, Products and Accessories.

"Owner" means the end user of the Goods.

"Products" are goods manufactured by Varco Pruden Buildings.

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

"Warranties" means this Warranty, the Additional Warranties and all Endorsements.

"Warranty" means this Standard Warranty.

"NDL" means No Dollar Limit.

ADDITIONAL WARRANTIES

A. 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.

B. 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 1/2" 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:

1. Varco Pruden Buildings' obligations under the Warranties do not extend to damage or failure of the Products caused, partially or wholly, by, but not limited to, the following:
  - a. Improper storage, handling, erection, installation, maintenance or repair;
  - b. Shipping, unloading, or handling
  - 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 Goods in a way that allows for adequate circulation;
  - h. Failure to remove construction debris, metal filings, or other accumulations of foreign substances or Goods from the surface of the Goods;
  - 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 Goods 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; or,
  - p. Acts of God or any other circumstances or occurrences beyond Varco Pruden Buildings' control.
  - q. Damage 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 ¼":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 Builder's obligations specified in the Warranties apply to:
  - a. Goods 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, however, in the event that a court of competent jurisdiction deems that Varco Pruden Buildings has any warranty obligations for Accessories, then, all limitations that apply to Products shall apply to Accessories;
  - e. All items not provided by Varco Pruden Buildings;
  - f. Used Goods;
  - 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 Goods 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;
  - k. Corrective actions not under the control or direction of Varco Pruden Buildings; and,
  - l. Any Goods installed or erected within a corrosive environment (see corrosive environment checklist).
3. Varco Pruden Buildings does not warrant the Goods 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 ninety (90) 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, Varco Pruden Buildings may inspect the defective Goods 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 agrees to defend and indemnify Varco Pruden Buildings for 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 original 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 Goods 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: **THIS WARRANTY AND ANY OPTIONAL ENDORSEMENTS PURCHASED SET FORTH THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT 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 THIS WARRANTY OR OPTIONAL ENDORSEMENTS ARE DISCLAIMED BY VARCO PRUDEN BUILDINGS AND BUILDER.** Oral statements about the Goods or statements contained in Company's general advertising, pamphlets, brochures, or other printed materials do not constitute warranties and Buyer confirms that this Order is not placed in reliance upon them.
8. **VARCO PRUDEN BUILDINGS' AGGREGATE LIABILITY TO BUYER, OWNER, AND ANY THIRD PARTY, AND BUYER'S AND OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST VARCO PRUDEN BUILDINGS WILL BE THE REFUND, REPAIR, OR REPLACEMENT OF THE DEFECTIVE GOODS, AND NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, DIRECT, LIQUIDATED, DELAY, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, DAMAGE TO PROPERTY, OR ANY OTHER LOSS) WILL BE AVAILABLE TO THEM, WHETHER THE REMEDY IS BASED UPON DIRECT ACTION, SUIT FOR CONTRIBUTIONS OR INDEMNITY, OR OTHERWISE, WHETHER ARISING OUT OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY IN TORT, OR OTHERWISE, REGARDLESS OF WHETHER ANY DEFECT WAS DISCOVERABLE OR LATENT AT THE TIME OF DELIVERY OF THE GOODS. AN INDIVIDUAL EMPLOYEE OR AGENT OF VARCO PRUDEN BUILDINGS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THE GOODS.** This exclusive remedy will not be deemed to have failed of its essential purpose so long as Varco Pruden Buildings is willing and able to refund, repair, or replace the defective Goods. 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 the replacement cost for the defective Goods.
9. 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 Goods and services for the transaction to which the Warranties apply.
10. 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.

SAMPLE



STANDARD NDL

Varco Pruden Buildings, a division of BlueScope Buildings North America, Inc. ("Varco Pruden Buildings" or "VP"), subject to the terms and conditions contained on the front and back of this Warranty, 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 manufacturing 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)

Ship Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

**Definitions**

"Accessories" are goods provided by Varco Pruden Buildings' but not manufactured by Varco Pruden Buildings'. The Accessories' manufacturer shall be solely responsible for warranty coverage of all Accessories.

"Accessory Warranty" means the warranty provided by the manufacturer of any Accessory included with an Order.

"Building" means any building or building system, including roof systems manufactured by Varco Pruden Buildings, that is erected using the Goods.

"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 Goods (either as Goods or as an erected structure), such as the end user of such Goods ("Owner") and/or the Builder identified herein.

"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.

"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.

"Endorsements" means any separate ancillary warranties agreed to in writing by both parties.

"Goods" means, collectively, Products and Accessories.

"Owner" means the end user of the Goods.

"Products" are goods manufactured by Varco Pruden Buildings.

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

"Warranties" means this Warranty, the Additional Warranties and all Endorsements.

"Warranty" means this Standard Warranty.

"NDL" means No Dollar Limit.

**ADDITIONAL WARRANTIES**

**A. 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.

**B. 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 1/2" 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:

1. Varco Pruden Buildings' obligations under the Warranties do not extend to damage or failure of the Products caused, partially or wholly, by, but not limited to, the following:
  - a. Improper storage, handling, erection, installation, maintenance or repair;
  - b. Shipping, unloading, or handling
  - 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 Goods in a way that allows for adequate circulation;
  - h. Failure to remove construction debris, metal filings, or other accumulations of foreign substances or Goods from the surface of the Goods;
  - 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 Goods 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; or,
  - p. Acts of God or any other circumstances or occurrences beyond Varco Pruden Buildings' control.
  - q. Damage 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 Builder's obligations specified in the Warranties apply to:
  - a. Goods 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, however, in the event that a court of competent jurisdiction deems that Varco Pruden Buildings has any warranty obligations for Accessories, then, all limitations that apply to Products shall apply to Accessories;
  - e. All items not provided by Varco Pruden Buildings;
  - f. Used Goods;
  - 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 Goods 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;
  - k. Corrective actions not under the control or direction of Varco Pruden Buildings; and,
  - l. Any Goods installed or erected within a corrosive environment (see corrosive environment checklist).
3. Varco Pruden Buildings does not warrant the Goods 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 ninety (90) 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, Varco Pruden Buildings may inspect the defective Goods 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 agrees to defend and indemnify Varco Pruden Buildings for 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 original 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 Goods 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: **THIS WARRANTY AND ANY OPTIONAL ENDORSEMENTS PURCHASED SET FORTH THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT 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 THIS WARRANTY OR OPTIONAL ENDORSEMENTS ARE DISCLAIMED BY VARCO PRUDEN BUILDINGS AND BUILDER.** Oral statements about the Goods or statements contained in Company's general advertising, pamphlets, brochures, or other printed materials do not constitute warranties and Buyer confirms that this Order is not placed in reliance upon them.
8. **VARCO PRUDEN BUILDINGS' AGGREGATE LIABILITY TO BUYER, OWNER, AND ANY THIRD PARTY, AND BUYER'S AND OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST VARCO PRUDEN BUILDINGS WILL BE THE REFUND, REPAIR, OR REPLACEMENT OF THE DEFECTIVE GOODS, AND NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, DIRECT, LIQUIDATED, DELAY, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, DAMAGE TO PROPERTY, OR ANY OTHER LOSS) WILL BE AVAILABLE TO THEM, WHETHER THE REMEDY IS BASED UPON DIRECT ACTION, SUIT FOR CONTRIBUTIONS OR INDEMNITY, OR OTHERWISE, WHETHER ARISING OUT OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY IN TORT, OR OTHERWISE, REGARDLESS OF WHETHER ANY DEFECT WAS DISCOVERABLE OR LATENT AT THE TIME OF DELIVERY OF THE GOODS. AN INDIVIDUAL EMPLOYEE OR AGENT OF VARCO PRUDEN BUILDINGS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THE GOODS.** This exclusive remedy will not be deemed to have failed of its essential purpose so long as Varco Pruden Buildings is willing and able to refund, repair, or replace the defective Goods. 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 the replacement cost for the defective Goods.
9. 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 Goods and services for the transaction to which the Warranties apply.
10. 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.

SAMPLE



10 Year SSR/SLR11 No Dollar Limit Roof System
Weathertightness Endorsement
to the Varco Pruden Buildings Standard NDL Warranty

Builder warrants to the Owner, and Varco Pruden Buildings, a division of BlueScope Buildings North America, Inc. ("Varco Pruden Buildings") warrants Builder's performance, that the Roof System on the Building described below will remain weathertight for a period of ten (10) years from the "final or passed" Roof Inspection Date (the "WE Term"), and during such WE Term, Builder will repair or stop any roof leaks in the Roof System caused by ordinary wear and tear under normal weather and atmospheric conditions.

Project / Owner: \_\_\_\_\_
Builder: \_\_\_\_\_ Bldr. # \_\_\_\_\_
Building: \_\_\_\_\_ (Street) (City) (State) (Zip Code)
Project Number: \_\_\_\_\_ Passed Roof Inspection Date: \_\_\_\_\_
Roof Components (list curbs only): \_\_\_\_\_

TOTAL COST OF WARRANTY = (sq. ft. x \$0.20) (min. \$1,500)

"Roof System" includes:

VP Roof panels, stainless headed fasteners, VP standard flashing and trim components, VP curbs and flexible pipe penetrations, the Roof Components specified above, the corrugated ("standing") seam or lap-joint that connects two like roof panels together in the side-to-side direction (width-wise), and the "panel splice lap" that splices two like roof panels together to extend a continuous panel in the ridge-to-eave direction (length-wise).

"Roof System" excludes:

all other elements, components, and Materials whatsoever, including but not limited to, vents, gutters, valleys, transitions, gable assemblies, eave assemblies, Non-approved Builder and/or contractor flashings, roof penetrations, roof curbs, trim components, sealants, skylights, other attachments, field work and field cutting and fitting of any kind, accessories and all other items not supplied by VP.

Minimum Roof Slope for this Endorsement is as stated in the application/product literature.

For all Claims covered by this Endorsement:

- 1. Builder will take all necessary actions to repair or stop any roof leaks in the Roof System.
2. Builder will provide, at its expense, all labor required to perform the necessary repairs or replacements under this Endorsement.
3. Varco Pruden Buildings will provide, at its expense, replacement materials for any defective Products.

The maximum combined liability of Builder and/or Varco Pruden Buildings for the aggregate of all Covered Claims under this Endorsement will not exceed the original purchase price of the Varco Pruden Buildings supplied building materials excluding accessories. The foregoing sentence expressly supersedes the liability cap stated in Section 7.b. of the Warranty as it applies to this Endorsement, but the remainder of the Section remains in full force. Builder is responsible for and indemnifies Varco Pruden Buildings against all costs of Covered Claims, including materials, covered by this Endorsement if the Covered Claim relates to or arises from Builder's acts or omissions.

This Endorsement is effective only upon receipt within (120) days after passed roof inspection by Varco Pruden Buildings of the Warranty and this Endorsement signed by the Owner and Builder.

Read and accepted:

Owner | \_\_\_\_\_ Builder | \_\_\_\_\_ Varco Pruden Buildings
Name | \_\_\_\_\_ Name | \_\_\_\_\_ Name | \_\_\_\_\_
Signature | \_\_\_\_\_ Signature | \_\_\_\_\_ Signature | \_\_\_\_\_
Date | \_\_\_\_\_ Date | \_\_\_\_\_



20 Year NDL Structural Endorsement to Varco Pruden Buildings Standard NDL Warranty

Builder warrants to the Owner, and Varco Pruden Buildings, a division of BlueScope Buildings North America, Inc. ("Varco Pruden Buildings") warrants Builder's performance, that the Structural Components on the Building described below will perform in accordance with the "Letter of Certification – Loading" (the "Letter") for a period of twenty (20) years from the "final or passed" Structural Inspection Date (the "SE Term"), and that, in the event of a Covered Claim during the SE Term, Builder will bring the Structural Components into compliance with the Letter. All terms and conditions set forth in the Varco Pruden Buildings Standard Warranty for the VARCO PRUDEN BUILDINGS Order No. specified below are incorporated into this Endorsement and the Warranty must be read in conjunction with this Endorsement to understand the rights and obligations of each party. All capitalized terms in this Endorsement, unless otherwise defined herein, have the same meaning ascribed to them in the Warranty.

Project / Owner: \_\_\_\_\_
Builder: \_\_\_\_\_ Bldr. # \_\_\_\_\_
Building: \_\_\_\_\_ (Street) (City) (State) (Zip Code)
Project Number: \_\_\_\_\_ Passed Structural Inspection Date: \_\_\_\_\_

TOTAL COST: 0 to 10,000 sq ft = (\$3,000; 10 to 100,000 sq ft = \$3,500; 100 to 200,000 sq ft = \$4,000; over 200,000 sq ft = \$4,500)

"Structural Components" includes the following Materials provide by Varco Pruden Buildings:

- Varco Pruden Buildings primary and secondary framing members
• Varco Pruden Buildings bracing systems
• Varco Pruden Buildings -supplied mezzanines and crane systems, where applicable

"Structural Components" excludes the following Materials provide by VARCO PRUDEN BUILDINGS:

- Roof and wall fasteners and accessories such as doors, windows, vents, skylights, roof hatches, light transmitting panels, roof curbs or rooftop units
• Foundations, floor slabs, masonry, stucco, lightning protection, signage, flag poles, or any glass or glazing systems, failure due to foundation or the design of the foundation.
• Any materials or components not provided by Varco Pruden Buildings.

A Claim relating to the Letter is covered if Varco Pruden Buildings reasonably determines:

1. The Building was installed in a professional and workmanlike manner, in accordance with the documentation provided by Varco Pruden Buildings and the then current standards of the MBMA;
2. The loads indicated in the Letter were not exceeded at any time;
3. No modification, removal or replacement of the Structural Components was made without Varco Pruden Buildings written consent;
4. The building site has not been modified by the addition of buildings or otherwise in a manner that would cause a change to the design loads of the Building, such as snow drifting caused by an adjacent structure;
5. The Claim is not caused, in whole or in part, by use and occupancy of the Building or deterioration that may result from the effects of hail, flood, lightning or a corrosive environment;
6. No event has occurred during the use and occupancy of the Building that may have weakened the structural integrity of the Building, such as the Building being contacted by heavy machinery, automobiles, or trees; and,
7. All other terms and conditions of this Endorsement and the Warranty have been satisfied.

For all Claims covered by this Endorsement:

1. Builder will take all necessary actions to bring the Structural Components or Building, as applicable, into compliance with the Letter or to provide for the replacement of the affected Structural Components if Varco Pruden Buildings, in its sole discretion, determines replacement to be more cost effective than repairing the Structural Components.
2. Builder will provide, at its expense, all labor required to perform the necessary repairs or replacements under this Endorsement.
3. Varco Pruden Buildings will provide, at its expense, the Structural Components required to bring the Building into compliance with the Letter for all Claims made pursuant to this Endorsement.

The maximum combined liability of Builder and Varco Pruden Buildings for the aggregate of all Covered Claims under this Endorsement will not exceed the original cost of Structural Components for the Project. The foregoing sentence expressly supersedes the liability cap stated in Section 7.b. of the Warranty as it applies to this Endorsement, but the remainder of the Section remains in full force. Builder is responsible for and indemnifies Varco Pruden Buildings against all costs of Covered Claims, including materials, covered by this Endorsement if the Covered Claim relates to or arises from Builder's acts or omissions.

This Endorsement is effective only upon receipt within (120) days after passed roof inspection by Varco Pruden Buildings of the Warranty and this Endorsement signed by the Owner and Builder.

Read and accepted:

Owner \_\_\_\_\_ Builder \_\_\_\_\_ Varco Pruden Buildings
Name \_\_\_\_\_ Name \_\_\_\_\_ Name \_\_\_\_\_
Signature \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_
Date \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_





**10 Year SSR or SLRII OPTIMA Roof System  
Weathertightness Endorsement  
to the Varco Pruden Buildings Standard Warranty**

Builder warrants to the Owner, and Varco Pruden Buildings, a division of BlueScope Buildings North America, Inc. ("**Varco Pruden Buildings**") warrants Builder's performance, that the Roof System on the Building described below will remain weathertight for a period of ten (**10**) years from the "final or passed" Roof Inspection Date (the "**WE Term**"), and during such WE Term, Builder will repair or stop any roof leaks in the Roof System caused by ordinary wear and tear under normal weather and atmospheric conditions. Varco Pruden Buildings will specify the repair work for stopping any leak covered by this Endorsement, and reserves the right to undertake, supervise and/or approve the repair work. All terms and conditions set forth in Varco Pruden Buildings Standard Warranty for the Varco Pruden Buildings Order No. specified below are incorporated into this Endorsement and the Warranty must be read in conjunction with this Endorsement to understand the rights and obligations of each party. All capitalized terms in this Endorsement, unless otherwise defined herein, have the same meaning ascribed to them in the Warranty.

Project / Owner: _____			
Builder: _____		Bldr. # _____	
Building: _____		_____	
(Street)	(City)	(State)	(Zip Code)
Project Number: _____		Passed Roof Inspection Date: _____	
Roof Components (list curbs only): _____			

**TOTAL COST OF WARRANTY = (sq. ft. x \$0.10) (min. \$1,500)**

**"Roof System" includes:**

VP Roof panels, stainless headed fasteners, VP standard flashing and trim components, VP curbs and flexible pipe penetrations, the Roof Components specified above, the corrugated ("standing") seam or lap-joint that connects two like roof panels together in the side-to-side direction (width-wise), and the "panel splice lap" that splices two like roof panels together to extend a continuous panel in the ridge-to-eave direction (length-wise).

**"Roof System" excludes:**

all other elements, components, and Materials whatsoever, including but not limited to, vents, gutters, valleys, transitions, gable assemblies, eave assemblies, Non-approved Builder and/or contractor flashings, roof penetrations, roof curbs, trim components, sealants, skylights, other attachments, field work and field cutting and fitting of any kind, accessories and all other items not supplied by VP.

**SSR/SLRII:** Minimum roof slope of ¼:12 or greater as stated in the product literature

For all Claims covered by this Endorsement:

1. Builder will take all necessary actions to repair or stop any roof leaks in the Roof System.
2. Builder will provide, at its expense, all labor and equipment required to perform the necessary repairs or replacements under this Endorsement.
3. Varco Pruden Buildings will provide, at its expense, replacement materials for any defective Products.

**The maximum combined liability of Builder and/or Varco Pruden Buildings for the aggregate of all Covered Claims under this Endorsement will not exceed original purchase price of roof.** The foregoing sentence expressly supersedes the liability cap stated in Section 7.b. of the Warranty as it applies to this Endorsement, but the remainder of the Section remains in full force. Builder is responsible for and indemnifies Varco Pruden Buildings against all costs of Covered Claims, including materials, covered by this Endorsement if the Covered Claim relates to or arises from Builder's acts or omissions.

**This Endorsement is effective only upon receipt within (120) days after passed roof inspection by Varco Pruden Buildings of the Warranty and this Endorsement signed by the Owner and Builder.**

Read and accepted:

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



20 Year SSR or SLRII OPTIMA Roof System
Weathertightness Endorsement
to the Varco Pruden Buildings Standard Warranty

Builder warrants to the Owner, and Varco Pruden Buildings, a division of BlueScope Buildings North America, Inc. ("Varco Pruden Buildings") warrants Builder's performance, that the Roof System on the Building described below will remain weathertight for a period of twenty (20) years from the "final or passed" Roof Inspection Date (the "WE Term"), and during such WE Term, Builder will repair or stop any roof leaks in the Roof System caused by ordinary wear and tear under normal weather and atmospheric conditions.

Project / Owner: \_\_\_\_\_
Builder: \_\_\_\_\_ Bldr. # \_\_\_\_\_
Building: \_\_\_\_\_ (Street) (City) (State) (Zip Code)
Project Number: \_\_\_\_\_ Passed Roof Inspection Date: \_\_\_\_\_
Roof Components (list curbs only): \_\_\_\_\_

TOTAL COST OF WARRANTY = (sq. ft. x \$0.20) (min. \$1,500)

"Roof System" includes:

VP Roof panels, stainless headed fasteners, VP standard flashing and trim components, VP curbs and flexible pipe penetrations, the Roof Components specified above, the corrugated ("standing") seam or lap-joint that connects two like roof panels together in the side-to-side direction (width-wise), and the "panel splice lap" that splices two like roof panels together to extend a continuous panel in the ridge-to-eave direction (length-wise).

"Roof System" excludes:

all other elements, components, and Materials whatsoever, including but not limited to, vents, gutters, valleys, transitions, gable assemblies, eave assemblies, Non-approved Builder and/or contractor flashings, roof penetrations, roof curbs, trim components, sealants, skylights, other attachments, field work and field cutting and fitting of any kind, accessories and all other items not supplied by VP.

SSR/SLRII: Minimum roof slope of 1/4:12 or greater as stated in the product literature

For all Claims covered by this Endorsement:

- 1. Builder will take all necessary actions to repair or stop any roof leaks in the Roof System.
2. Builder will provide, at its expense, all labor and equipment required to perform the necessary repairs or replacements under this Endorsement.
3. Varco Pruden Buildings will provide, at its expense, replacement materials for any defective Products.

The maximum combined liability of Builder and/or Varco Pruden Buildings for the aggregate of all Covered Claims under this Endorsement will not exceed original purchase price of roof. The foregoing sentence expressly supersedes the liability cap stated in Section 7.b. of the Warranty as it applies to this Endorsement, but the remainder of the Section remains in full force.

This Endorsement is effective only upon receipt within (120) days after passed roof inspection by Varco Pruden Buildings of the Warranty and this Endorsement signed by the Owner and Builder.

Read and accepted:

Owner | \_\_\_\_\_ Builder | \_\_\_\_\_ Varco Pruden Buildings
Name | \_\_\_\_\_ Name | \_\_\_\_\_ Name | \_\_\_\_\_
Signature | \_\_\_\_\_ Signature | \_\_\_\_\_ Signature | \_\_\_\_\_
Date | \_\_\_\_\_ Date | \_\_\_\_\_



## VARCO PRUDEN BUILDINGS REQUEST FOR WARRANTY TRANSFER OF APPLICABLE WARRANTIES

To Whom It May Concern:

Transfer procedure:

**Requirements:**

- A letter from the original owner (on letterhead) requesting the transfer with the new owner of record being listed.
- Current photos of the roof and wall if applicable
- Copies of the applicable warranty documents with order numbers requesting to be transferred
- \$500.00 payment for transfer to accompany the request written out to Varco Pruden Buildings

Remit to:

BlueScope Buildings North America Varco Pruden  
**Attn: Joel Johnson**  
1540 Genessee Street  
Kansas City, MO 64102

If I may be of further assistance, please contact me at 816 968-5733

Cordially,  
Jim Wilson  
VP Warranty Administrator  
Warranty Administrator

Form: F857WAC221-718  
Title: Request for Warranty Transfer

Revised 8.27  
(2021)

Revised 8.27  
(2021)



## VARCO PRUDEN BUILDINGS REQUEST FOR WARRANTY TRANSFER OF APPLICABLE WARRANTIES

Gentlemen:

The undersigned requests that Varco Pruden Buildings, a division of BlueScope North America, Inc. ("VP") transfer all of the applicable warranties for the project described below to a new owner for the remaining life of the warranty.

Original Owner Name	New Owner Name
Original Owner Address	New Owner Address
City/State	City/State
Location of Building (Street)	Date of Original Warranties
City/State	Requested Date of Transfer
VP Job #	Area Under Roof (Sq. Ft.)

Payment to VP of a \$500 minimum transfer fee plus any travel costs associated with one inspection of roof for applicable warranties is required. Additional inspections, if required, will be charged at VP's standard rates.

**Warranty Type: i.e. Workmanship, weathertight, etc.**  
Note: Warranty transfer on the 25-Year Warranty Endorsement Galvalume Roof Panels and KKL Panel Finish is from the original Warranty Endorsement date. Weathertight endorsement if from the date of passed inspection as noted on the original warranty.

In consideration of VP re-issuing the Warranties we agree as follows:

We are enclosing our check in the amount indicated above. If VP does not issue the Warranties, VP will return the funds.

Upon re-issuance of the Warranty, we agree to execute it properly and deliver it to our customer. In accordance with your instructions and obtain customer's execution of the Warranty, if applicable. We agree, as primary Warrantor, to repair or stop any leaks in the roof of the Building or repair or replace any other warranted products in accordance with the Warranty. We understand that any re-issuance of a weather tight warranty is subject to us making any remedial repairs found necessary to allow the warranty to remain in force.

We will be responsible for furnishing at our expense all labor required for repair or replacement to correct any issues and to stop any roof leaks covered by the Warranty for the remaining period of the Warranty. We will also furnish at our expense all material required for such repair or replacement, except as follows:

1. During the first two years after the effective date of the Warranty, VP will furnish to us material required to repair or stop any roof leaks at the then existing lowest published price less a 10% discount; however, VP will replace without charge faulty roof panels to the extent that replacements are furnished by VP or by VP's suppliers.
2. After the expiration of the first two years after the effective date of the Warranty referred to in Paragraph 1 above, VP will furnish to us, without charge material, including roof panels, required to repair or stop any roof leaks during the term of the Warranty.

If roof panels are replaced as provided in Paragraphs 1 or 2 above, we agree to remove the faulty panels and to ship them prepaid in accordance with shipping instructions given by VP.

We certify that this roof has been completed in a workmanlike manner in accordance with the drawings and specifications shown.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Builder

By (Name & Title)

Signature

(VP signature)

(date)

## Overview & pricing summary for VP Warranties

Warranty Name	Term	Items Covered	Exclusions	Capped Liability?	Cost
Varco Pruden Standard Warranty (material and Workmanship at no charge)(FM700924)	3yrs	material and workmanship	labor, equipment or goods not provided by VP, damages of any kind	actual cost of work or one replacement	no charge
Varco Pruden Standard Warranty (extended to 5 years at a fee)(FM700954)	5yrs	material and workmanship	labor, equipment or goods not provided by VP, damages of any kind	actual cost of work or one replacement	\$0.02 sq. ft. min \$1,000
10-Year Standard Weathertightness Warranty "Panel Rib-Screw Down" Roof Panels(FM9009)	10yrs	roof panel, mastic & fasteners for laps and seams only.	labor, equipment or goods not provided by VP, damages of any kind	cost of repair work not to exceed \$0.25 sq. ft. of total roof area.	\$0.03 sq. ft. Min. 30,000 sq. ft
10-Year Standard Weathertightness Warranty "SSR" or "SLR" Roof Panels (FM700923)	10yrs	laps, seams & ridge flashing only	see warranty document	cost of repair work not to exceed \$0.25 sq. ft. of total roof area.	\$0.02 sq. ft. Min. \$1,000
20-Year Standard Weathertightness Warranty "SSR" or "SLR" Roof Panels (FM700919)	20yrs	laps, seams & ridge flashing only	see warranty document	cost of repair work not to exceed \$0.25 sq. ft. of total roof area.	\$0.05 sq. ft. Min. \$1,000
10-Year Warranty Endorsement SP Panel Finish (FM700914)	10yrs	actual panel	see warranty document	actual cost of repair work or one replacement	no charge
25-Year Warranty Endorsement Galvalume Roof Panels (FM700915)	25yrs	actual panel	see warranty document	actual cost of repair work or one replacement	no charge
25-Year Warranty Endorsement KXL Panel Finish (FM700916)	25yrs	actual panel	see warranty document	actual cost of repair work or one replacement	no charge
10-Year Optima Weathertightness Warranty "SSR" or "SLR" Roof System (FM700917)	10yrs	laps, seams, rake & ridge trim, VP supplied concealed fastener curbs	labor, equipment or goods not provided by VP, damages of any kind, trim, penetrations, curbs, vents, skylights	replacement of material not to exceed original total cost of roof	\$0.10 sq. ft. Min. \$1,000 Must be Optima certified erector
20-Year Optima Weathertightness Warranty "SSR" or "SLR" Roof System (FM700927)	20yrs	laps, seams, rake & ridge trim, VP supplied concealed fastener curbs	labor, equipment or goods not provided by VP, damages of any kind, trim, penetrations, curbs, vents, skylights	replacement of material not to exceed original total cost of roof	\$0.20 sq. ft. Min. \$1,000 Must be Optima certified erector
Varco Pruden No Dollar Limit Standard Warranty (material and workmanship)(FM700950)	3yrs	material and workmanship	labor, equipment or goods not provided by VP, damages of any kind	Actual cost of work or replacement of defective goods	\$0.05 sq. ft. Min. \$1,000 Must be Optima Certified Erector
Varco Pruden NDL Standard Warranty 5 years (material and workmanship)(FM700951)	5yrs	material and workmanship	labor, equipment or goods not provided by VP, damages of any kind	Actual cost of work or replacement of defective goods	\$0.07 sq. ft. Min. \$1,000 Must be Optima Certified Erector
10-Year NDL Weathertightness Warranty "SSR" or "SLR" Roof System (FM900923)	10yrs	laps, seams, rake & ridge trim, VP supplied concealed fastener curbs	labor, equipment or goods not provided by VP, damages of any kind, trim, penetrations, curbs, vents, skylights	replacement of material for the duration of the warranty limited to adjusted net purchase price	\$0.20 sq. ft. Min \$1,000 Must be Optima certified erector
20-Year NDL Weathertightness Warranty "SSR" or "SLR" Roof System (FM700945)	20yrs	laps, seams, rake & ridge trim, VP supplied concealed fastener curbs	labor, equipment or goods not provided by VP, damages of any kind, trim, penetrations, curbs, vents, skylights	replacement of material for the duration of the warranty limited to adjusted net purchase price	\$0.30 sq. ft. Min\$1,000 Must be Optima certified erector
25-Year NDL Warranty Endorsement Galvalume Panel Finish (FM700947)	25yrs	actual panel	see warranty document	replacement of material for the duration of the warranty limited to adjusted net purchase price	\$0.05 sq. ft. (covered in standard NDL warranty)
25-Year NDL Warranty Endorsement KXL Panel Finish (FM700946)	25yrs	actual panel	see warranty document	replacement of material for the duration of the warranty limited to adjusted net purchase price	\$0.05 sq. ft. (covered in standard NDL warranty)
10 year structural NDL warranty	10	all material MANUFACTURED by VP	All items shipped by VP but not manufactured by VP	replacement of material for the duration of the warranty limited to adjusted net purchase price	\$2,000 bldgs. less than 10,000 sq ft. \$2,500 for bldgs >10,000 & <100,000ft \$3,000 for bldgs >100,000 &<200,000ft \$3,500 for bldgs >200,000 sq. ft.
20 year structural NDL warranty	20	all material MANUFACTURED by VP	All items shipped by VP but not manufactured by VP	replacement of material for the duration of the warranty limited to adjusted net purchase price	\$3,000 bldgs. less than 10,000 sq ft. \$3,500 for bldgs >10,000 & <100,000 ft. \$4,000 for bldgs >100,000 &<200,000 ft. \$4,500 for bldgs >200,000 sq. ft.

Design and recommended installation procedures are subject to change at any time, due to continued development work by Varco Pruden Buildings.



All panels formed from light gauge metal may exhibit waviness, also known as "Oil-Canning," commonly occurring in, but not restricted to, flat portions of a panel. This inherent characteristic is not a defect of material or manufacturing and is not cause for rejection.



For field installation questions, call your local VP Service Center. The job number is included on all building plans:

Arkansas: ..... 870-534-6030  
California: ..... 559-651-5300  
Missouri: ..... 816-238-7550  
North Carolina: ..... 336-996-4801  
Wisconsin: ..... 608-882-5000



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