



Metal Roof and Wall Systems

## STANDARD II

### 20-YEAR WEATHERTIGHTNESS WARRANTY

MBCI, a division of NCI Group, Inc. (hereinafter referred to as "Manufacturer") and Roofing Contractor whose signature appears below ("Roofing Contractor") severally warrant (See Note 1 below) to the original Building Owner ("Owner") that, subject to the express terms, conditions and disclaimers set forth below, Roofing Contractor's workmanship on the roof system on the building identified below (the "Roof System") (See Note 2 below) will be adequate to prevent leaks for a period of twenty (20) years from the date of substantial completion of the installation of the Roof System. This warranty will be fully satisfied by the repair of the Roof System, and any such repairs shall carry a warranty against leaks only for the then remaining balance of the original twenty (20) year warranty period. MANUFACTURER'S AND ROOFING CONTRACTOR'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY IS LIMITED TO: (i) MANUFACTURER FOR \$3.50 PER SQUARE FOOT AND (ii) TO THE ROOFING CONTRACTOR FOR THE ORIGINAL COST OF THE INSTALLATION OF THOSE MATERIALS.

Note 1: The Roofing Contractor shall cause the Manufacturer Roof System to perform in a manner which does not allow intrusion of water from the exterior of the Manufacturer Roof System into the building envelope, for a period of twenty-four (24) continuous months after the Date of Substantial Completion, extended by successive twenty-four (24) month periods from the date of any leaks reported or repaired within the relevant twenty-four (24) month period. In addition, the Roofing Contractor shall have the sole and exclusive responsibility to correct all erection and/or installation deficiencies in the Manufacturer Roof System for the entire duration of this 20-Year Weathertightness Limited Warranty.

Note 2: Roof System is defined as the Manufacturer furnished roof panels, flashing and related items used to fasten the roof panels and flashing to the roof structure (including roof jack and curb attachments preapproved, in writing, by Manufacturer).

**IN NO EVENT SHALL EITHER MANUFACTURER OR ROOFING CONTRACTOR HAVE ANY LIABILITY FOR ANY COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY TYPE, WHETHER OWNER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT OWNER'S REMEDIES EXPRESSED OR IMPLIED IN THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY ARE OWNER'S EXCLUSIVE REMEDIES.**

#### TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Manufacturer and Roofing Contractor with written notice within thirty (30) days of the discovery of any leak(s) in the Roof System. Failure of the Owner to do so shall automatically relieve both Manufacturer and Roofing Contractor of any and all responsibility and/or liability under this 20-Year Weathertightness Limited Warranty. Upon receipt of a Warranty Claim, from either the Owner or Roofing Contractor, Manufacturer will send a representative to the location specified for an inspection of the site. NCI Group, Inc. Warranty Dept.; 14031 W. Hardy; Houston, TX 77060
2. If upon Manufacturer's inspection, Manufacturer determines that the leaks in the Roof System are not covered by this Warranty, the party requesting Manufacturer's inspection shall be liable for all direct expenses incurred by Manufacturer to conduct the roof inspection.
3. If upon Manufacturer's inspection, Manufacturer determines that the leaks in the Roof System are caused by defects in the Manufacturer Roof System's material or in the workmanship of the Roofing Contractor, Roof System repair obligations shall then arise in accordance herewith, but Owner's remedies and Manufacturer's liability shall in any event be limited to repair of the Roof System, subject to the cost limitations set forth above. Further limitations are provided in paragraphs 4, 5, 6 and 7 below.
4. Manufacturer shall have no liability or responsibility under or in connection with either this 20-Year Weathertightness Limited Warranty or Roof System if any one or more of the following shall occur.
  - a. Failure by Roofing Contractor or any contractor or subcontractor to follow Manufacturer's recommended installation instructions or approved specifications or drawings for the layout, design and erection of the Roof System. It shall be the Roofing Contractor's sole and exclusive responsibility to strictly follow Manufacturer's recommended installation instructions or approved specifications or drawings for the layout, design and erection of the Roof System.
  - b. If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.
  - c. If any panels or other parts are installed to allow water to cascade on any part of the roof system.
  - d. If roof jacks and curbs are not preapproved by Manufacturer.
  - e. If any flashings, roof penetrations or accessory details are modified without the written approval of Manufacturer.
  - f. Failure to use long-life fasteners in all exposed applications.
5. The improper use of Manufacturer's seaming equipment or use of seaming equipment obtained from a party other than the Manufacturer may result in this and all warranties being void and the engineering data for the roof system being invalid.
6. Neither Manufacturer nor Roofing Contractor shall have any liability or responsibility under or in connection with either this 20-Year Weathertightness Limited Warranty or the Roof System, if any one or more of the following shall occur.
  - a. Deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water.
  - b. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or the like or corrosion caused by contact of the panels and trim with dissimilar materials such as copper, lead or graphite or water runoff from these materials onto the panels and trim.
  - c. Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
  - d. Damage caused by worker(s), other than Manufacturer's or Roofing Contractor's workers, on the roof.
  - e. Natural disasters such as hurricanes, earthquakes, extraordinary winds, winds which detach from the facility any part of the building substrate to which the Manufacturer Roof System is attached, lightning, hail, fire, radiation or other acts of God which are normally covered by hazard insurance.
  - f. If, after installation of the Roof System by Roofing Contractor, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from Manufacturer.
  - g. Failure to maintain the Roof System as set forth in Manufacturer's "Roof Owner's Maintenance Manual".
  - h. If Owner fails to comply with any term and/or condition stated in this 20-Year Weathertightness Limited Warranty.
    - i. If roof leaks are due to ventilators, light transmitting panels, valley gutters, dormers, dead valleys, or penetrations of the roof associated with signs, vents, equipment, or other causes.
    - j. If roof leaks are at a tie-in to (1) an existing metal roof manufactured by another company or (2) a dissimilar roof such as a BUR or a rubber roof.
    - k. Deficiencies of the facility to which the Manufacturer Roof System is attached, such as structure, wall or foundation movement.
7. Manufacturer shall not have any liability or responsibility under or in connection with either this 20-Year Weathertightness Limited Warranty or the Roof System in the event of a failure by any contractor or subcontractor to use all roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips, and flashing provided by Manufacturer [or to substitute therefore only products approved in writing in advance by Manufacturer as equal (if provided by the contractor or subcontractor)].
8. During the term of this Warranty, Manufacturer, its sales representatives and employees shall have free access to the roof during regular business hours.
9. Manufacturer shall not have any obligation under this 20-Year Weathertightness Limited Warranty until final drawings of the completed roof are submitted to Manufacturer by the Roofing Contractor and accepted in writing by Manufacturer. Such drawings must show the exact number, size and location of all roof penetrations and roof top equipment.
10. This warranty shall not become effective and Manufacturer shall not have any obligation under any warranty until all invoices issued by Manufacturer, Manufacturer's customer, and the Roofing Contractor have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.
11. Neither Manufacturer nor Roofing Contractor shall be responsible for any consequential damages or loss to the building, its contents or other materials.
12. Neither Manufacturer's nor Roofing Contractor's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of such provision or of the right to exercise any right in the future.
13. This 20-Year Weathertightness Limited Warranty supersedes and is in lieu of any and all other warranties (whether express or implied) that are either in addition to or in conflict with the term(s) or condition(s) stated herein. ALL EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL EXPRESSED OR IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY.

14. If the subject roof is covered by products of more than one roofing products manufacturer, this 20-Year Weathertightness Limited Warranty applies only to those portions of such roof which are covered solely by Manufacturer manufactured products.
15. Notwithstanding any other provision of this 20-Year Weathertightness Limited Warranty, Manufacturer shall not have any liability or responsibility at any time for or as a consequence of any condensation or underside corrosion which is or was caused at any time in part or wholly by condensation.
16. Roof panels must be made of a material which carries a minimum 20-year durability warranty from Manufacturer, such as Galvalume or a 25-year warranty painted panel.

**WARRANTY RESPONSIBILITY**

1st through 2nd year, plus any applicable extension period(s).....Roofing Contractor

The remaining balance of the first 20 years from date of completion of installation of the subject Roof System provided Roofing Contractor has strictly followed Manufacturer's recommended installation instructions or approved specifications or drawings for the layout, design and erection of the Roof Systems .....Manufacturer

This 20-Year Weathertightness Limited Warranty is tendered for the sole benefit of the original Owner as named below and is not transferable or assignable. It becomes valid only when signed by each of Roofing Contractor, Owner and Manufacturer.

**DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESS OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE MANUFACTURER LIABILITY SECTION ABOVE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MANUFACTURER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIALS OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER ROOF SYSTEM.**

**FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.**

**CONSENT TO JURISDICTION AND VENUE**

Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Texas, (ii) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Houston, Harris County, Texas, (iii) this Warranty is capable of being performed in Harris County, Texas, (iv) it irrevocably submits itself to the jurisdiction of the state and federal courts in Harris County, Texas, (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Texas law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum, and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid, and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into this Warranty. Each party warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

**WARRANTY ACTIVATION**

In order to segregate and maintain for the extended period of time covered by the warranty, the records and lot samples necessary to enable Manufacturer to trace the various components manufactured for any defects alleged, Manufacturer requires that the owner, within 90 days from the date the warranty is signed by Manufacturer, must indicate the desire to be covered hereunder, and activate it by a dated execution in the space provided herein and by mailing such executed copy to seller via registered or certified mail, return receipt requested. It is a condition precedent to the filing of a claim under this warranty that buyer prove compliance with this requirement. Mail executed copy of warranty to: NCI Group, Inc. Warranty Dept.; 14031 W. Hardy; Houston, TX 77060

Building Owner \_\_\_\_\_ City of Wenatchee \_\_\_\_\_ Manufacturer Job/Work Order #'(s) 4146590, 3976416, 4008737, 3955692, 4018679, 4007172, 3985119, 3985101, 3979261, 3972411, 3972405, 4116043

Project Name & Location Wenatchee WWTP - 201 N. Worthen Street, Wenatchee, WA 98801

Type of Roof Covering SuperLok Roof Pitch 3:12

Amount of Material (square feet) 2,991 sq ft Date of Substantial Completion 10/09/13

Building End Use Offices

Approval Drawings:	SHEET #	ISSUE DATE	REVISION	REVISION DATE

Roofing Contractor: Apollo, Inc. Owner: \_\_\_\_\_

By: [Signature] (Signature) By: \_\_\_\_\_ (Signature)

Title: Vice President Title: \_\_\_\_\_

**Roof Manufacturer**

By: [Signature]  
 Title: General Manager of Technical Services  
 Date: October 9, 2013



**Precoated SIGNATURE® 300 Panel**  
**PRECOATED 70% FLUOROPOLYMER PANEL**  
**LIMITED WARRANTY**

MBCI, a division of NCI Group, Inc. (hereinafter referred to as "Manufacturer") warrants the panels, effective from the date of shipment, will perform in accordance to the following Signature® 300 Warranty:

**PERFORMANCE SUMMARY**

- A. **FILM INTEGRITY:** The paint film WILL NOT crack, check, or peel for a period of forty (40) years for Wall and Roof panels, except Copper Metallic and Silver Metallic, in which case twenty-five (25) years. Cracking is defined as breaks in the flat coating as opposed to breaks in the film caused by metal forming, which is not warranted hereunder.
- B. **CHALK AND FADE:** The paint film WILL NOT;
- (1) For a period of thirty (30) years, chalk in excess of a numerical rating of 8 for vertical or non-vertical panel applications when measured in accordance with the standard procedures as defined by the "Standard Methods of Evaluating Degree of Chalking of Exterior Paints", ASTM D4214, except; Brite Red, Copper Metallic and Silver Metallic in which case for a period of twenty-five (25) years, chalk in excess of a numerical rating of 6, or
  - (2) For a period of thirty (30) years, fade or change in color in excess of 5 color difference units, for vertical or non-vertical panel applications, measured in accordance with ASTM D2244 on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original (unexposed) painted surfaces, except; Brite Red, in which case for a period of twenty-five (25) years, fade or change in color in excess of 10 and Copper Metallic and Silver Metallic, in which case the warranty for fade does not apply. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

**TERMS AND CONDITIONS**

1. This warranty covers the material exposed to normal atmospheric conditions (which term excludes exposure to saltwater/marine atmospheres or corrosive or aggressive atmospheres such as, but not limited to, those contaminated with chemical fumes) in the continental United States, Alaska or Canada, unless Manufacturer agrees otherwise in writing. This warranty shall not apply where material failure is the result of fire, other accident or casualty, vandalism, salt spray, atomic radiation, harmful fumes or foreign substances in the atmosphere, acts of God, or other such occurrences beyond Manufacturer's control.
2. This warranty will not extend to or cover damages to the material due to improper packaging, shipping or processing as specified in the National Coil Coaters Association Technical Bulletin No. IV- (7), improper handling (whether pre-erection or during erection), improper storage, improper erection, or improper installation (which includes failure to permit drainage of standing water.)
3. Microscopic crazing of the film on formed radii is considered normal and is not to be construed as film cracking.
4. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by panel contact with inferior fasteners. Selection of suitable long-lasting fasteners to be used with Manufacturer's extended life panels rests solely with the Purchaser.
5. The improper use of Manufacturer's seaming equipment or use of seaming equipment obtained from a party other than the Manufacturer may result in this and all warranties being void.
6. This warranty will not extend to or cover:
  - a) Damage to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the coated Metal prior to installation.
  - b) Water damage to any materials after they leave the possession of the Manufacturer.
  - c) Damage to the prepainted metal caused by shipping, handling, and/or installation, storing, erecting and/or handling of the panels on the job site and/or any act or acts of negligence of the customer or any third party after the panels leave the possession of the Manufacturer.
  - d) Damage to the coated Metal as a result of standing water in non-vertical application.
  - e) Damage to the prepainted metal caused by cascading water.
  - f) Damage to the coated Metal caused by contact with, or water run-off from, lead, copper, graphite or other dissimilar material. This includes, but is not limited to, A/C condensation and treated wood.
  - g) Damage to the coated Metal caused by contact with corrosive substances, or allowing panel cut edges to be in continual contact with water, damp insulation, soil or vegetation i.e. setting wall panels directly on the concrete sheeting notch or base trim.
  - h) This warranty does not apply to products, materials, accessories, parts, or attachments which are not produced by the Manufacturer. In addition, all items not specifically listed as included are hereby excluded from this warranty.
7. Customer shall exercise diligence in inspection of materials as received from Manufacturer prior to use so as to mitigate expense involved to Manufacturer under this warranty.
8. This warranty does not apply to the interior or reverse side finish nor does it extend to pre-painted materials used in interior (not atmospherically exposed) applications.
9. This warranty does not apply to perforated material.
10. This warranty applies only to the paint film on the material and does not cover in any way any other aspect of the material.
11. If the panel finish fails to perform as indicated under the terms of Performance outlined above, Manufacturer shall have no liability with respect thereto except, at its sole option to repaint, replace, or restore the failed material, which shall be the purchaser's sole and exclusive remedy. When Manufacturer chooses to replace the defective coated Metal, its sole obligation is for the replacement of the material only. Manufacturer shall not be liable for any expenses connected with labor for the replacement of the defective material or any consequential damages. Repainting shall not necessarily be with 70% PVF2/PVDF. In no event, however, shall Manufacturer's responsibility extend to any consequential damages, or for any special, indirect, or consequential loss of profits or any other incidental, general, special, or compensatory damages to anyone because such panels may have been nonconforming. In all cases Manufacturer reserves the right to approve and negotiate the contract for such repainting or restoring. The warranty on any repainted, replaced or restored coated material supplied hereunder shall be for the unexpired portion of the warranty period applicable to the original coated material.

Precoated SIGNATURE® 300 Panel  
PRECOATED 70% FLUOROPOLYMER PANEL LIMITED WARRANTY

TERMS AND CONDITIONS (CONT.)

12. Claims must be reported in writing to Manufacturer within thirty (30) days after discovery of nonconformance. Adequate identification of the material involved in the claim, including date of installation, Manufacturer order number, Manufacturer invoice number, and date of shipment must be established by Buyer. A copy of this document must be presented to Manufacturer at time of claim. All notices given under or pursuant to this Agreement shall be in writing and sent by registered mail, postage prepaid, return receipt requested to:
- NCI Group, Inc.  
P.O. Box 692055  
Houston, TX 77269-2055  
Attn: Claims Department
13. No terms or conditions other than those stated herein and no agreement or understanding, oral or written in any way purporting to modify this warranty shall be binding on Manufacturer unless made in writing and signed by the President of Manufacturer.
14. This warranty shall not become effective and Manufacturer shall not have any obligation under any warranty until all invoices issued by Manufacturer, Manufacturer's customer, and the Roofing Contractor have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.
15. This warranty shall extend to the original Building Owner and is non-assignable and/or non-transferable. Should the Owner become insolvent, bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practices, this warranty shall forthwith become null and void and of no legal effect.
16. Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Texas, (ii) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Houston, Harris County, Texas, (iii) this Warranty is capable of being performed in Harris County, Texas, (iv) it irrevocably submits itself to the jurisdiction of the state and federal courts in Harris County, Texas, (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Texas law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum, and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid, and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into this Warranty. Each party warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.
17. **FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.**
18. Notwithstanding the foregoing, the warranty coverage provided above by Manufacturer shall be expressly limited to and shall include only such warranty coverage on coatings applied to Manufacturer's panel materials by the original supplier(s) thereof. Any and all such warranty coverage available from Manufacturer shall apply only to the same extent that such warranty coverage is available from the original supplier thereof. To the extent that warranty coverage from such supplier(s) is unavailable for any reason whatsoever, Manufacturer shall not have any further liability to purchaser or any other party.

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT PRODUCED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESS OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE COST OF THE AMOUNT OF THE MATERIALS, EXPRESSLY EXCLUDING LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND ANY OTHER ADDITIONAL EXPENSES. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MANUFACTURER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIALS OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER'S WALL AND/OR ROOF PANELS.

Signature<sup>®</sup> is a registered trademark of NCI Group, Inc.

Wenatchee  
Project Name

3955692, 4007172, 4008737, 4018679, 4116043  
Manufacturer's Job #

Medium Bronze  
Color(s)

  
Authorized Representative

1/14/14  
Date  
1/14/14



# **ROOF OWNER'S MAINTENANCE MANUAL**

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## PERSONAL SAFETY

WALKING ON ANY ROOF IS DANGEROUS. SAFETY MUST ALWAYS BE TOP PRIORITY WHEN PERFORMING MAINTENANCE ON YOUR ROOF SYSTEM. ALWAYS USE ALL FALL PROTECTION AND PERSONAL SAFETY EQUIPMENT REQUIRED BY OSHA AND OTHER REGULATORY AGENCIES. FAILURE TO FOLLOW THESE REGULATIONS CAN RESULT IN SERIOUS INJURY OR DEATH. YOU MAY ALSO BE SUBJECT TO SUBSTANTIAL FINES FOR NONCOMPLIANCE.

Always use extreme caution when walking on roofs with steep slopes, near roof edges, or on roofs that are wet or covered with ice or snow. Insure that all maintenance personnel are adequately trained in safety procedures and that all safety equipment is in proper working condition.

When performing roof maintenance, always take the following precautions:

- Use fall protection and other safety equipment as required.
- Do not walk on roof flashings such as gutter, rake, hip or ridge flash.
- Do not walk on Light Transmitting Panels (LTPs). They will not support a person's weight.
- Guard all LTPs and roof openings.
- Step only in the panel flat directly on or in close proximity to a supporting roof structural.

Your new standing seam roof (SSR) is designed to provide years of protection with very little maintenance. However, no roof is immune to severe weather or completely maintenance free. To keep your roof performing as it should, a comprehensive maintenance program must be implemented.

## ROOF MAINTENANCE

Your SSR should be inspected periodically and whenever any of the following conditions occur:

- **After a fire, vandalism or known damage to an adjacent roof area.**
- **Exposure to severe weather conditions, including high winds, hail or abnormally heavy rains or ice and snow.** Items to check for after high winds include: Debris from nearby trees, loose flashing or other roof components, punctures from falling limbs or loose flashing, and loose fasteners. After a hail storm, check roof for punctures, damaged trim, and loose fasteners. After abnormally heavy rains, check roof and gutters for ponding water. Also check all roof curbs, roof penetrations and any special trim conditions to insure that water is not ponding upslope from these areas. Check trim and plumbing pipes for damage from moving ice. Check for loose fasteners at trim and all endlaps. Replace stripped-out fasteners by removing existing fastener; apply urethane sealant into hole; install an oversize, long-life fastener into hole.
- **After other trades have been on the roof for any reason.** Inspect the roof for damage caused by workers including chemical or solvent spills, scratches in the paint or Galvalume coating, excessive foot traffic and punctures. Make sure that any debris or scrap left behind by the workers is removed from the roof immediately. Avoid using cutoff saws and welding equipment over the roof. In cases where this is not possible, the roof must be adequately protected. A fire cloth is recommended. Items such as drill shavings, wire, metal scrap and other debris can corrode and damage the roof. Sharp pieces of metal, such as those left by a nibbler, can stick in a worker's shoes and scratch the paint as they walk on the roof.

Mortar or concrete will etch the paint or Galvalume coating. roof panels in areas where there is a possibility of any masonry product being spilled on them should be protected. In the event that the panels do have a masonry product spilled on them, they should be cleaned and the panels rinsed. Should any solvent or chemical be spilled on the roof, clean up immediately and thoroughly rinse the affected area. Panels should be cleaned with a mild detergent.

### **Leak Repair**

Never allow workers to "fix" leaks by applying caulk, elastomeric membranes, plastic roof cement, etc to the roof surface. This is never a long term solution for repairing a leak. Surface applied caulks and compounds will eventually lose their bond to the metal. This will allow water to become trapped between the repair material and the roof panel, which will cause severe corrosion. Leaks at panel or trim joints, should be repaired by disassembling the metal joint and reinstalling the proper sealant between the metal layers. Leaks caused by roof punctures must be evaluated on an individual basis. In some cases, the affected roof panel may need to be replaced.

## PROTECT YOUR ROOF INVESTMENT

Always consult the roof manufacturer before initiating repair work. The manufacturer can give you helpful information as to how to make the repair and can give you a list of "Certified Installers" in your area that you can contact about performing the repair work.

### **Foot Traffic**

Keep foot traffic to a minimum. Heavy foot traffic can cause ponding on low pitched roofs. This is particularly true of upslope from the eave and at endlaps. Always walk in the flat of the panel near a supporting roof structural. Do not walk on trim or in gutters. On bare Galvalume roofs, excessive foot traffic may cause black burnish marks. If regular foot traffic is planned for a roof, provisions should be made for a properly designed and installed roof walkway system.

In order to limit access to the roof, roof hatches or access ladders should be locked at all times. A sign should be posted at the point of access, stating that only authorized personnel are allowed onto the roof. In addition, a log book should be kept of all visits to the roof and the reason for such visits.

### **Drainage**

In order for your roof to perform as intended, water must properly drain from the roof. Following are things to avoid:

- Do not allow anything to be installed on your roof that will cause water to pond.
- Keep roof free of debris and keep debris out of gutter to allow water to quickly drain from roof.
- Do not use wood blocking to hold equipment off of panel seams. This blocks the flow of water and holds moisture. Also, if the wood is treated, it may contain salts or copper sulfate which will deteriorate the roof, and void warranty coverage.
- Do not allow water to cascade onto the roof from an adjacent roof.
- Do not allow rooftop AC units or evaporative coolers to drain onto the roof. The condensate from AC units contains dissolved copper ions which will cause galvanic corrosion. The water from evaporative coolers contains high salt concentrations which will cause severe corrosion. Use PVC pipe to carry the condensate to the gutter.
- Anything that traps or holds moisture on a roof, will cause premature corrosion.

### **Ice and Snow Removal**

Excessive ice and snow should be removed from roof immediately to prevent damage to roof and possible collapse. Do not use metal tools to remove the ice or snow as this can damage the paint and/or Galvalume coatings. Also, be careful around plumbing pipes and flashings.

Be extremely careful if your roof has Light Transmitting Panels. THESE PANELS WILL NOT SUPPORT A PERSON'S WEIGHT AND WILL BE DIFFICULT OR IMPOSSIBLE TO SEE IF THEY ARE COVERED WITH ICE AND SNOW.

### **Additions to Roof**

All additions to the roof, including but not limited to, roof curbs, pipe penetrations and HVAC units must be approved in writing by Metal Depots before work commences. We recommend that any needed repairs be performed by a MBCI "Certified Installer".

### **Dissimilar Metals**

Never allow your roof to come in contact with, or water runoff from, any dissimilar metal including but not limited to: copper, lead or graphite. Failure to adhere to this requirement will cause your roof to rapidly deteriorate due to galvanic corrosion and will void all warranties. Common abuses of this requirement include: lead hats for plumbing vents, copper lightning rods and/or cable, copper trim, existing copper gutter that drains water onto your new roof, and condensate from rooftop AC units draining onto roof.

### **Paint and Coating Information**

Remove all dirt, debris and metal filings from roof panels. Debris will trap moisture against the metal causing premature corrosion. Metal filings will oxidize causing unsightly rust stains and could shorten useful life of roof panels.

Remove rust stains. Soft Scrub has proven to be somewhat effective. Lightly rub with a soft cloth and rinse with water. Do not rub more than required to remove stain. No product will completely remove rust stains.

To touch-up scratches in paint (not to bare metal), clean area to be painted with mineral spirits. Rinse thoroughly and dry. Using a small artist's brush, lightly apply the absolute minimum amount of touch-up paint required to fill the scratch. Use only touch-up paint supplied by manufacturer. Touch-up paint should never be used to cover broad areas.

## MAINTENANCE GUIDELINES

DO	DON'T
<ul style="list-style-type: none"> <li>• Inspect your roof regularly.</li> <li>• Walk in the flat of the panels near the structural supports.</li> <li>• Keep roof, gutters and downspouts free of debris.</li> <li>• Inspect roof for damage after heavy storms.</li> <li>• Caution workers on roof to protect against roof punctures.</li> <li>• Remove excessive ice and snow accumulations as necessary.</li> <li>• Inspect and reseal as necessary all roof curbs and other penetrations with urethane sealant.</li> <li>• Always get manufacturer approval before making any modifications to the roof.</li> <li>• Always use long-life fasteners and stainless steel rivets on the roof and trim.</li> <li>• Remove all metal filings and loose fasteners from roof.</li> </ul>	<ul style="list-style-type: none"> <li>• Allow your roof to be neglected.</li> <li>• Walk on the panel ribs or on flashings.</li> <li>• Allow debris of any kind to collect on roof.</li> <li>• Allow damage from storms to go undetected and cause ancillary damage.</li> <li>• Drop sharp or heavy objects on roof.</li> <li>• Use metal shovels or other tools that can scratch the paint or Galvalume coating on the panels.</li> <li>• Use plastic roof cement or butyl or silicone caulk anywhere on the roof.</li> <li>• Assume that minor additions or modifications will not cause any problems.</li> <li>• Use zinc-plated fasteners or carbon steel rivets.</li> <li>• Allow rust or rust stains to build up on roof.</li> </ul>



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