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 LIABLITY 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.
By: Amy Jenne (Signature)
Title: Vice President

Owner:
By: (Signature)
Title:

Roof Manufacturer

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