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www.allianceokc.com

ALLIANCE-ONE (III) 20-YEAR ROOF SYSTEM WARRANTY

Project Name: _____ Panel Profile: _____
 Project End Use: _____ Date of Substantial Completion: _____
 Building Owner: _____ Alliance Customer: _____
 Alliance Job Number: _____ Project Location: _____

For a period of twenty (20) years from the Date of Substantial Completion, Alliance Steel, Inc. (Alliance) WARRANTS to the Building Owner ("Owner"): that the Alliance-furnished roof panels, flashing and related items used to fasten the roof panels and flashing (including roof jack and curb attachments pre-approved, in writing, by Alliance) to the roof structure will not allow intrusion of water from the exterior of the Roof System into the building envelope when exposed to ordinary weather conditions and ordinary wear and usage. The Date of Substantial Completion is the date that is certified by the Architect, Owner or Owner Representative that the Roof System is completed and accepted by or on behalf of the Owner.

Alliance shall have the SOLE AND EXCLUSIVE obligation for all warranty work commencing on the Date of Substantial Completion and under all circumstances terminating on the twenty (20) year anniversary of the date certified as Substantial Completion of the Roof System. During the period in which Alliance has any warranty obligation, Alliance shall take appropriate actions necessary to cause the non-performing portions of the Roof System to perform their proper functions.

ALLIANCE STEEL LIABILITY

No dollar limit.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Alliance with written notice within (30) days of the date of discovery of any leaks in the Roof System. Failure of the Owner to do so shall automatically relieve Alliance of any and all responsibility and/or liability under this warranty. If, upon Alliance's investigation, Alliance determines that the leaks in the roof system are not covered in this warranty, the party requesting Alliance's investigation shall be liable for all direct investigation expenses incurred by Alliance.
2. Alliance shall not have any liability or responsibility if any of the following shall occur:
 - a. An Alliance-certified installer was not present at all times during the installation of the Roof System.
 - b. Deterioration is caused by marine (salt water) atmosphere or constant spray from either fresh or salt water.
 - c. Corrosion is 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 if corrosion is 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 or trim.
 - d. Deterioration is caused by condensation, any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
 - e. Damage is caused by worker(s) (other than Alliance's or the roofing contractor's workers) on the roof.
 - f. Failure to correct all deficiencies listed in the Alliance inspection reports.
 - g. There were any alterations or additions, including, but not limited to, structures, fixtures or utilities being placed upon or attached to the roof without prior written authorization from Alliance.
 - h. There are deficiencies in or water filtration from other building materials adjacent to or in contact with the Roof System.
 - i. Natural disasters such as hurricanes, earthquakes, extraordinary winds, winds which detach from the facility any part of the building substrate to which the roofing system is attached, lightning, hail, fire, radiation or other acts of God which are normally covered by hazard insurance.
 - j. There are deficiencies of the facility to which the Roof System is attached, such as structure, wall or foundation movement.
 - k. Roof leaks due to ventilators or light-transmitting panels.
 - l. Failure to maintain the Roof System as set forth in the Alliance "Roof Owner's Maintenance Manual."
 - m. Roof leaks due to roof jacks, curbs or any other penetration of the Roof System that is not pre-approved, in writing, by Alliance.
 - n. Failure to use long-life fasteners in all exposed applications.
3. During the terms of this warranty, Alliance, its sales representatives and employees shall have free access to the roof during regular business hours.

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4. This warranty shall not become effective and Alliance shall not have any obligation under any warranty until all invoices issued by Alliance, Alliance'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 Alliance inspection report have been corrected and all Alliance procedures have been followed.
5. Alliance shall not be responsible for any consequential or punitive damages or loss to the building, its contents or other materials.
6. Alliance's failure, at any time, to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision or of the right to exercise any right in the future.
7. This warranty is tendered for the sole benefit of the original owner as named below and is not transferable or assignable.
8. **DISCLAIMER:** EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, OR PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY ALLIANCE. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESSED 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 ALLIANCE'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 OTHER ADDITIONAL EXPENSES. UNDER NO CIRCUMSTANCES SHALL ALLIANCE 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, LOSS OF PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF ALLIANCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALLIANCE 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 SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL ALLIANCE BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIALS OR PRODUCTS WHICH CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE ROOF SYSTEM.
9. **FORCE MAJEURE.** UNDER NO CIRCUMSTANCES SHALL ALLIANCE 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 DISTURBANCE, ACTS OF CIVIL OR MILITARY AUTHORITY, TERRORISM, INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES, ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ALLIANCE'S 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 enforcement of this warranty shall be governed by and construed in accordance with the laws of the State of Oklahoma, (II) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation and enforcement hereof must be submitted to a court of competent jurisdiction in Oklahoma City, Oklahoma County, Oklahoma.

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 Alliance to trace the various components manufactured for any defects alleged, Alliance requires that the Owner, within (90) days from the date the warranty is signed by Alliance, 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.

Roof Owner

Alliance Steel, Inc.

By: _____
 Title: _____
 Address: _____
 City, State, Zip: _____
 Date: _____

Larry Thomas, President

Date

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