

Rubb Building Systems - Standard Warranty

Company:

Rubb Job Number:

ATTN:

Structure:

Contract No.

Effective Date:

Rubb buildings and shelters are warranted against all defects in material and workmanship for a period of one year from date of delivery. Rubb further warrants the cladding membrane on a pro-rata basis for five years. The specific obligation of Rubb Inc. under this warranty is limited, at Rubb's option, to allowance for credit, repair or replacement of defective materials. This warranty shall be void in the event that the building or its component materials have been exposed to environmental or other factors beyond stated capability, harmful chemicals, falling or flying objects, or if the structure is incorrectly installed or anchored. Acts of God, war, or negligence of the purchaser, his agent or a third party shall also serve to void this warranty. Rubb Inc. shall not be liable for any consequential damages including, but not limited to, loss of profits or revenue, loss of use of equipment due in whole or in part to defects in the material or workmanship of the covered product.

Signed By:

Date:

David C. Nickerson, President/CEO

Rubb Building Systems 20-Year Limited Full Structure Warranty

INTRODUCTION

Rubb Building Systems (Rubb, Inc.) manufactures quality products that will pass the test of time and provide many years of low maintenance, cost effective use. We stand behind our products by offering one of the industry's best warranties. We have written this extended warranty in clear terms, including the limitations and restrictions.

WHO IS COVERED?

This warranty extends to the original owner of the structure (the "Owner") and is valid only when the structure installation is either performed or certified by authorized Rubb personnel. This warranty may be transferred to a new owner only upon recertification performed by Rubb. The cost for recertification shall be paid by you at Rubb's published fee for such work. Rubb acknowledges that installation of this project was performed by **Rubb Building Systems**.

HOW LONG DOES COVERAGE LAST?

Coverage extends for a period of twenty (20) years from the Effective Date for the PVC cladding and twenty (20) years for the structural frame. This includes full protection during the first three (3) years (the "Full Protection Period") and then limited protection for the balance of the twenty (20) year warranty (the "Prorated Protection Period", as further defined herein. To remain compliant to this warranty, a Rubb Technician must visit your location once every three years.

WHAT IS COVERED?

We warrant that your Rubb structure will be free from defects in materials and workmanship that materially affect structural, operational, or weather protection capability. This includes the steel structural frame, PVC cladding, hardware, and Rubb manufactured accessories.

WHAT IS NOT COVERED?

This warranty does not cover any problems caused by conditions or circumstances beyond Rubb's reasonable control. In simple terms, Rubb will take responsibility for its work but not for problems or damage caused by others or by conditions beyond stated design capacity.

EXAMPLES OF ITEMS NOT COVERED

Without limitation, the following are not covered:

- 1) Acts of God such as hailstorms or wind, snow or other conditions that are in excess of certified structural capacity.
- 2) Damage caused by impacts from objects such as forklifts, flying or falling debris, etc.
- 3) Improper or faulty installation or maintenance by the Owner or Owner's authorized agent.
- 4) Accessory products not manufactured by Rubb.
- 5) Discoloration or deterioration caused by harmful chemicals or biological agents, the effects of pollution and reasonable wear and tear as the structure ages.
- 6) Shade variations which may occur within PVC cladding and galvanizing production lots.
- 7) Any costs that the Owner incurs that are not authorized in advance by Rubb or any costs which exceed what the Owner paid for our product.

WHAT ARE YOUR RESPONSIBILITIES?

- 1) Notify us immediately if you have a problem: The post fabrication hot dip galvanized elements of a Rubb structure are well suited to use in harsh conditions and are designed to ensure many years of maintenance free use. This warranty envisions long term exposure of steel and PVC cladding to marine and moderate industrial environments. Nevertheless, you should contact Rubb if it is apparent that structural or cladding components require inspection or repair. Failure to immediately notify Rubb of serious defects will result in the loss of your rights under this warranty.
- 2) Recertification and Warranty Renewal: Rubb offers service agreements which are required as a condition of its best warranties. This warranty is not subject to such a service contract. However, as a condition of this warranty Rubb site techs shall be allowed reasonable access to inspect the structure at Rubb's discretion and at no cost to the customer.
- 3) Use Common Sense: Keep harsh chemicals or highly corrosive materials out of direct contact with the structural frame, attachment hardware and the cladding membrane.

WHAT IS YOUR REMEDY

1) Full Protection Period: During the Full Protection Period Rubb will pay 100% of the material and labor costs to repair or replace defective items. The decision as to repair or replacement shall be made by Rubb in its sole discretion and shall be final. You are responsible for removing and replacing any of your property in the structure as directed by Rubb to facilitate such repair or replacement.

2) Prorated Protection Period: Once the Full Protection Period has expired, the amount paid by Rubb will be calculated by dividing the number of months remaining in the warranty by 240. For the Prorated Protection Period the price includes fabricated materials only.

Example: If a warranty claim is made after 14 years and zero months then there will be six years (72 months) remaining in the warranty and Rubb will be responsible for 72/240, or 30%, of the materials price of the repair or replacement, and the Owner will pay the balance.

LIMITATIONS

Your remedy for defective components is fully described herein, and cannot be altered, amended, or extended except in writing signed by us. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES AND LIMITS THE DURATION OF IMPLIED WARRANTIES. THIS WARRANTY IS VOID AND OF NO FORCE OR EFFECT IF RUBB HAS NOT BEEN PAID IN FULL. IN NO EVENT SHALL RUBB'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY THE OWNER.**

For Rubb, Inc. David C. Nickerson, President _____ Date

For Owner _____ Date

Rubb Job Number _____

Rubb Building Systems - Reclad Warranty

Company:

Rubb Job Number:

ATTN:

Structure:

Contract No.

Effective Date:

Rubb structure membrane replacements ("re-clads" or "re-skins") fabricated and installed by Rubb are warranted against all defects in material and workmanship on a pro rata basis for five years from date of substantial completion (the "Effective Date"). This means 100% coverage in year one, 80% in year two, 60% in year three, 40% in year four, 20% in year five). This warranty may be extended up to twenty (20) years with provision of a Rubb Service Contract and/or to fifteen (15) years with the membrane manufacturer's extended material warranty.

The specific obligation of Rubb Inc. under this warranty is limited, at Rubb's option, to allowance for credit, repair or replacement of defective materials. This warranty shall be void in the event that the building or its component materials have been exposed to environmental or other factors beyond stated capability, harmful chemicals, falling or flying objects, or if the structure is incorrectly installed or anchored. Acts of God, war, or negligence of the purchaser, his agent or a third party shall also serve to void this warranty. Rubb Inc. shall not be liable for any consequential damages including, but not limited to, loss of profits or revenue, loss of use of equipment due in whole or in part to defects in the material or workmanship of the covered product.

Signed By:

Date:

David C. Nickerson, President/CEO