



50 YEAR WARRANTY

Capital Steel provides a fifty year warranty on the structural material and workmanship for a period of **fifty years** from the date of shipment from the factory. During this period of time, Capital Steel's sole responsibility will be to replace defective material whose failure is within the terms of this guarantee and will assume **ONLY THE DIRECT COST OF MATERIAL REQUIRED**. This warranty is subject to the following provisions:

- 1) This warranty is null and void unless Capital Steel is advised in writing of any defect or failure within **ten (10) days** after the owner knew or ought to have known of such defect or failure.
- 2) This warranty applies to only those materials furnished by Capital Steel in a finished condition, and does not apply to unfinished material such as primer paint on structural steel.
- 3) This warranty does not apply to any defect due to overloading caused by cranes or other attachments to the frame or structural members, or the installation of any signs, vents, machinery or weights in excess of design conditions, or to other loads in excess of those for which the material was designed.
- 4) This warranty does not apply to any material which has been subjected to misuse or negligence, or has been moved from its original place of erection, or to any material which has not been erected in strict accordance with all applicable Capital Steel erection instructions, MBMA and local building codes.
- 5) This warranty does not apply if the defects or failures are caused to any extent by abnormal weather conditions, acts of God, hail or other falling objects, mechanical damage (including but not limited to damage caused by rust creep age at sheared end laps), explosions, fire, riots, civil commotions, external forces, faulty or inadequate foundations or soil-bearing, acts of war, radiation, harmful fumes or foreign substances in the atmosphere, corrosion, improper or extended field storage or floods.
- 6) This warranty is conditioned upon the materials furnished receiving normal and necessary maintenance including removal of excessive snow from the roof.

This warranty is issued solely to the Capital Steel customer. This warranty is not assignable to any other party. Further, this guarantee does not apply to any party more commercially remote than the original owners of the metal building constructed with the product. It is likewise agreed that this limited warranty does not apply to any failure or defect that occurs after the sale or transfer of ownership of the buildings.

The express warranty contained on the face hereof is Capital Steel's sole and exclusive warranty with respect to materials and workmanship. Capital Steel disclaims any other warranty, express or implied, including warranties of merchantability or fitness for a particular purpose. Capital Steel shall not have any liability for consequential or special damages, however occasioned, including without limitation, loss to the building or to its contents, or loss of profits.

50 YEAR WARRANTY INFO

Customer Name: _____

Building Location: _____

Date Shipment Completed: _____ **Job#:** _____

Buyer Signature: _____ **Date:** _____