

## LIMITED WARRANTY

GATEWAY FS, Inc. warrants to the original purchaser that if any part of an FS PREMIUM BUILDING supplied by GATEWAY FS, Inc. or Jack Walters & Sons (JWS, Inc.) proves to be defective during the periods of time stated below, that defective part will be repaired or replaced at no charge. The determination as to whether the remedy for the defective part is repair or replacement will be the sole discretion of GATEWAY FS, Inc.

PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREIN SHALL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PART AS SPECIFIED HEREIN. IN NO EVENT SHALL GATEWAY FS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AS DEFINED IN SECTION 2-715 OF THE ILLINOIS UNIFORM COMMERCIAL CODE ARISING OUT OF ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED, NOR FOR ANY ECONOMIC, DIRECT, INDIRECT, GENERAL OR SPECIAL DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

GATEWAY FS, Inc. agrees:

### 1. STP Columns -

For a period of fifty (50) years after completion of construction of the building, to absorb replacement costs, including material and labor, if any preservative treated material in steel transfer plated columns fails from insect attack or decay.

### 2. Roof Leaks -

For a period of ten (10) years after completion of construction of the building, to repair roof leaks due to defects in material or workmanship except those occurring where the building has been connected to an adjoining structure.

3. Wind/Snow Loads - For a period of seven (7) years after completion of construction of the building, to repair or replace building framework, including doors, roof and siding panels, if damaged directly by snow or wind loads. All work shall be free of charge to the extent damage is not covered by valid and collectable insurance available to the original purchaser and to the extent the damage does not exceed the original purchase price of the building from GATEWAY FS, Inc. In the event GATEWAY FS, Inc. repairs or replaces, purchaser shall assign GATEWAY FS, Inc. all rights of recovery. This warranty does not include damage by flying or falling objects, damage to interior walls, ceilings, partitions, equipment or contents, or site preparation. Doors, if furnished by firms other than Gateway FS, Inc. are not covered by this warranty.

4. Paint Film Integrity is warranted for a period of forty-five (45) years. Pre-painted steel will not crack, flake, chip or peel (not to be construed to include slight hairline crazing which occurs during fabrication) for 45 years. Distance from salt water or other corrosive environment must exceed 1,100 yards for warranty to apply. **Film integrity is warranted for five (5) years for sidewall and roof panels on buildings used for total animal confinement and buildings involving waste and water mixtures, pits and flush systems. Note: Metal roofing or siding may be subject to corrosion when installed over manure pits, and/or when used in livestock housing buildings or animal confinement buildings.** This warranty specifically excludes corrosion damage resulting from pollutants in the atmosphere on either the exterior or the interior of buildings. If the above is the cause, no metal warranty shall apply.

Chalk Rating - Pre-painted steel will not chalk in excess of number 8 rating on vertical applications and number 7 rating on non-vertical applications for thirty (30) years as determined by ASTM 2244. Distance from salt water or other corrosive environment must exceed 1,100 yards for warranty to apply.

Fade Rating - Pre-painted steel will not fade in excess of more than 5 NBS Units on vertical applications or more than 6 NBS Units on non-vertical applications for thirty (30) years as determined by ASTM 2244. Distance from salt water or other corrosive environment must exceed 1,100 yards for warranty to apply.

Red Rust - On non-vertical installations, the pre-painted product will not exhibit accumulation of red rust caused by acid rain on coated surfaces for ten (10) years on G90 HDG steel beyond 1/2-inch from edge of panel. Note: Buildings used for total animal confinement and buildings involving waste and water mixtures, pits and flush systems are not warranted for red rust.

5. General Workmanship - For a period of (1) year after completion of construction of the building, to repair or replace other building parts that prove to be defective in materials and workmanship.

The warranty contained herein is void in situations when:

- (a) Installation is not made in accordance with the instructions supplied by GATEWAY FS, Inc. or JWS, Inc.
- (b) The actual operation or use of the product varies substantially from the recommended operating instructions or intended use.
- (c) There is a malfunction or defect resulting from misuse, negligence, alteration of the product, accidents, or lack of required performance of required maintenance by the original purchaser.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

This warranty is in effect on purchases made after January 1, 2004 only. If you have any questions regarding the warranty, discuss them with GATEWAY FS, Inc.