

# VFP, Inc.

## *Limited Ten Year Warranty*

VFP, Inc. warrants to the original purchaser of VFP's lightweight metal or concrete buildings and, except as set forth below, all component parts and systems of those buildings which are manufactured or installed by VFP (for example, air conditioning and heating systems) shall be free from defects in workmanship and materials for a period of **one (1)** year from the date of delivery of building to the original purchaser. "Date of Delivery" is deemed, for all purposes, to be the date of the final invoice from VFP to the original purchaser upon completion of the manufacture of the building (not to include field service or transportation).

Additionally, VFP warrants the building from structural defects in workmanship and materials for a period of **ten (10)** years from the date of completion as defined herein. This extended portion of the warranty applies only to the building's structure and does not apply to any of the building's component parts or systems.

A structural defect is defined as structural damage due to improper workmanship or methodology resulting in a crack in the exterior finish, a water leak into the building, or latent damage to structural members. However, a crack, water leak or latent damage shall not be deemed a structural defect, and covered by this Warranty if caused in whole or in part by physical damage from any source, abuse, improper use, improper installation of facilities or equipment by anyone other than VFP, fire, or act of God. Conditions caused by, or resulting from, normal wear and tear are not covered by this Warranty.

Date of completion is defined as the date of completed building construction and the building is ready for delivery to the original purchaser. This information is provided on a building data plate located on the interior side of the exterior door. Removal of, or tampering with, this data plate will void any and all warranties.

VFP does not make any warranty with respect to component parts and systems in the building beyond one year from the date of delivery regardless of the actual duration of the warranty made or provided by the manufacturers of the component parts and systems. However, VFP will assign, and by this Warranty it so hereby assigns, to the original purchaser any warranty rights of VFP for the manufacturers of the component parts and systems.

This limited Warranty shall not apply, and no warranty whatsoever is made with respect, to any component parts or systems installed by anyone to other than VFP or to any component parts or systems supplied directly or indirectly by the original purchaser, whether or not actually installed VFP. VFP makes no warranty with respect to component parts and systems specially ordered and/or sent by original purchaser to VFP for installation in the customization of any building for the purchaser.

VFP shall not be liable for any consequential damages resulting from the breach of any warranties. In no event will VFP be liable for any damages caused by original purchaser's improper use, handling or maintenance of the building or any of its components parts or systems, or for any lost profits or for damage to property and good stored within the building or for any other consequential damages, regardless of the form of action, whether in contract or in tort, including negligence, even if VFP has been advised of the possibility of such damages, or for any claim against the original purchaser by any other party. VFP's shall be limited to repair or replacement, at or option, of the warranted building, component parts or system. Purchasers, repair of warranty item without prior authorization for VFP will void this warranty.

The customer shall adhere to VFP's standard building start-up procedures which are provided with each building. The customer shall also perform periodic maintenance and inspection of each building in accordance with recommended procedures and shall maintain written logs of all maintenance and inspections.

Written logs shall include notification as to any modifications to the building that could affect the structure or building integrity. Such modifications would include, but not limited to, any penetration of exterior walls, ceiling, floor, or protective exterior coatings.

In no event shall **VFP** be liable for any damage caused by the purchaser's improper handling, maintenance or other modification of the building or component parts or systems as outlined in this limited warranty.

Maintenance, inspection, and modification logs may be required to be available during normal business hours for review if needed by **VFP** personnel or its designated representative.

#### **NON-WARRANTY**

THERE ARE NO OTHER WARRANTIES OTHER THAN THOSE SPECIALLY SET FORTH HEREIN AND THERE ARE NO WARRANTIES TO ANYONE OTHER THAN THE ORIGINAL PURCHASER. TO THE EXTENT ALLOWED BY LAW, THIS WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES (WHETHER EXPRESSED, IMPLIED, OR STATUTORY) INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.