

Rainbow Building Systems

SAMPLE

RAINBOW BUILDING SYSTEMS ONE YEAR MATERIAL GUARANTEE

RAINBOW BUILDER/ or other Rainbow Customer

Rainbow Job Number

Date of Shipment

Rainbow Building Systems guarantees **its material and workmanship for a period of one year from the date of shipment from RAINBOW BUILDING SYSTEMS factory.** During this period of time, Rainbow Building Systems sole responsibility will be to repair on site any defective material whose failure is within the terms of this guarantee and will assume only the direct cost of labor and material required. Rainbow Building Systems shall determine how such repair will be preformed. This guarantee is subject to the following provisions:

- 1.) This guarantee is null and void unless RAINBOW BUILDING SYSTEMS is advised in writing of any defect of failure **within ten (10) days** after the discovery of such defect or failure.
- 2.) This guarantee applies to only those materials furnished by Rainbow Building Systems in a finished condition, and does not apply to unfinished material such as primer paint on structural steel.
- 3.) This guarantee does not apply to 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 guarantee 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 RAINBOW BUILDING SYSTEMS erection instructions and local building codes.
- 5.) This guarantee 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 creepage at sheered end laps), explosions, fire, riots, civil commotions, external forces, faulty of 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.

This warranty is issued solely to the **RAINBOW BUILDIER** or other customer purchasing directly from Rainbow. The **RAINBOW BUILDIER** or other direct Rainbow customer may assign this warranty.

THE EXPRESS WARRANTY CONTAINED ON THE FACE HEREOF IS RAINBOW'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO MATERIALS AND WORKMANSHIP. RAINBOW DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RAINBOW BUILDING SYSTEMS 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.

RAINBOW MATERIAL GUARANTEE ASSIGNMENT

The undersigned hereby assigns its rights in and under the foregoing guarantee to the following named assignee.

Assignee

Address

City

State

Zip Code

Building Location

RAINBOW BUILDER or other Rainbow Customer

Authorized Signature

Date of Assignment