



GENERAL TERMS, CONDITIONS, AND LIMITATIONS

WARRANTY

Warranty No:

Project No:

Start Date:

Building Identification:

Building Address:

Building Owner:

Installing Contractor:

Subject to the terms, conditions, and limitations set forth herein, Uneke Manufacturing Building Products Company, LLC, a Utah limited liability company (“Uneke Manufacturing”), provides the Building Owner (“Owner”) named above with this Limited Warranty for the Uneke Manufacturing provided System(s) or Material(s) set forth herein. This Limited Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that inconsistencies exist between the General Terms, Conditions, and Limitations listed below and the Terms, Conditions, and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Payment Required. Uneke Manufacturing shall have no obligation under this Limited Warranty unless and until Uneke Manufacturing and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary in the future, Uneke Manufacturing reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Uneke Manufacturing has been paid in full for such repairs.

Exclusions. Uneke Manufacturing shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes (regardless of wind speed), tornadoes, microbursts, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Materials or which impair the System’s or Material’s ability to perform properly; Failure by Owner to use reasonable care in maintaining the System or Materials. Said maintenance to include, but not be limited to, those items listed in the current version of the Uneke Manufacturing Owner’s Manual available at www.Uneekelnc.com; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, or the failure of wood nailers to remain attached to the structure; Construction generated moisture, condensation or infiltration of moisture in, from, through or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals or the reactions between them; Alterations or repairs to the System or Materials that are not completed in accordance with Uneke Manufacturing specifications, not completed by a Uneke Manufacturing-licensed applicator and/or completed without proper notice to Uneke Manufacturing Warranty Services; The design of the System: Uneke Manufacturing does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure. Such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by the regular spray of either salt or fresh water; Failure of any non-Uneke Manufacturing brand materials used in the System or Installation not specifically accepted in writing by Uneke Manufacturing to be included in warranty coverage; or, Change in building use or purpose.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka – Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation or repairs to the System or Materials, excluding ballast or pavers accepted by Uneeke Manufacturing or overburden specifically included in subsequent pages of this Limited Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Uneeke Manufacturing's written approval.

Access. During the term of this Limited Warranty, Uneeke Manufacturing's designated representatives or employees shall have free access to the Installation location for inspection, audit, or repair purposes during regular business hours. In the event that access is limited due to security or other restrictions, Owner shall reimburse Uneeke Manufacturing for all reasonable costs incurred during inspection and/or repair of the System or Materials that are due to delays associated with said restrictions.

Waiver & Severability. Uneeke Manufacturing's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

Disputes. Any dispute, controversy or claim between Owner and Uneeke Manufacturing concerning this Limited Warranty or relating to any Material supplied or specifically required by Uneeke Manufacturing, shall be submitted to mediation in Utah County, Utah. In the event that Owner and Uneeke Manufacturing do not resolve the dispute, controversy or claim in mediation, Owner and Uneeke Manufacturing agree that neither party will commence or prosecute any suit, proceeding or claim other than in the state and federal courts located in Utah County, Utah. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Uneeke Manufacturing from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Utah without regard to its rules on conflicts of laws.

UNEEKE MANUFACTURING DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY UNEEKE MANUFACTURING. UNEEKE MANUFACTURING SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY UNEEKE MANUFACTURING. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND UNEEKE MANUFACTURING HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST UNEEKE MANUFACTURING AND UNEEKE MANUFACTURING SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED, OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF UNEEKE MANUFACTURING. NO OTHER PERSON HAS ANY AUTHORITY TO BIND UNEEKE MANUFACTURING WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

**THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.**



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