

EXPRESS LIMITED WARRANTY-SAMPLE

This Express Limited Warranty is provided by JNL STEEL COMPONENTS, INC. (hereinafter "JNL"), 430 US Hwy 180 West, Seminole, Texas, 79360.

Warranty originally issued JNL and hereby transferred to **BUYER**.

Building location is ADDRESS.

**General Provisions:**

1. **Term:** 2 years beginning on **DATE**
  
2. **JNL Responsibilities for Compliance with Performance Standards and Repair Obligations.**
  - a. JNL is responsible for workmanship and materials for all work performed under the direction of JNL for the warranty term identified in Paragraph 1. JNL is only responsible for construction defects for which JNL receives written notice within 90 days of the discovery of the defect, but in no event later than ninety days following the expiration of the applicable warranty period.
  - b. JNL agrees to repair construction defects associated with the following: concrete, structure, frame, metal roof, and metal siding.
  - c. JNL is not responsible for repair, loss or damage to a component or part of a component of the building cause by or made worse by any of the following:
    - i. Work performed or material supplied incident to construction, modification or repair to the building performed by anyone other than JNL. All interior construction and finish work is specifically excluded from this warranty.
    - ii. Negligence, normal wear and tear, improper maintenance, misuse, abuse, failure to follow manufacturer's recommendations, failure to take reasonable action to mitigate damage, failure to take reasonable action to maintain the residence or other action or inaction of anyone other than JNL.
    - iii. Force Majeure and acts of God, including nature, weather, storms, flood, tornados, earthquakes, pandemics, acts of governmental agencies, war, rebellion, riots, or other unforeseen forces majeure.
    - iv. Criminal acts of others, riots, vandalism, fire, smoke or water damage, change in soil grade, erosion, insects, birds, rodents, vermin or other  
  
wild or domestic animals, and any physical damage caused by another person or entity.
  - d. This Limited Warranty provides for repair or replacement by JNL and does not entitle the Owner to any monetary compensation.
  
3. **Texas Law. Construction and Venue.** This Warranty shall be construed and enforced in accordance with the laws of the State of Texas. The Parties hereto agree that this

Warranty shall be construed as a whole according to its plain and fair meaning. Venue for any legal action shall be exclusively in Gaines County, Texas.

4. **Integration.** This Warranty constitutes an integration of the entire understanding and Warranty of the Parties. Any representation, warranty, promise or condition, whether written or oral not specifically incorporated herein, shall not be binding upon any of the Parties hereto. Each Party acknowledges that in entering into this Warranty it has not relied upon any representation, promise, or condition not specifically set forth herein.
5. **No Third-Party Beneficiaries.** Except as expressly provided herein, this Warranty is not for the benefit of any person or entity not a Party hereto nor specifically identified as a beneficiary herein.
6. **Modification.** This Warranty cannot be modified or amended in any way except by a writing signed by the Party to be charged therewith.
7. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Warranty or any provision thereof.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
SAMPLE ONLY