



Warranty:
Material and Workmanship

074243

Owner: Webster University

Project Number: 2015-10-0761

Project Name: Webster Science Building

Project Address: 8274 Big Bend Rd, Webster Groves, MO 63119

Commencement Date of Warranty: August 7, 2017

Universe Corporation (Universe) hereby warrants to Customer for a period of three (3) year(s) from the commencement date above that the panel system supplied by Universe to Customer pursuant to an order(s) placed by Customer and accepted by Universe was at the time of shipment free from defects in materials and workmanship. This warranty is not applicable to defects of any other sort or deterioration resulting after shipment caused by any reasons including, without limitation, corrosive or aggressive atmospheres, cut edges exposed to outdoor atmosphere, depreciation, wear and tear, building subsidence, acts of God, defective material furnished or workmanship performed by others, including installation workmanship, defects in the building structure, or other forces, conditions or circumstances unrelated to the quality of the material at date of shipment, or failure of a building owner occupant to do normal maintenance.

Universe agrees to repair or supply replacement materials f.o.b. Universe plant, at its sole cost and discretion, any panel and attachment member that it provided that has been proven by customer to the satisfaction of Universe not to be in compliance with the aforesaid warranty. The above obligation of Universe is expressly conditioned upon (i) receipt by Universe of notification in writing from Customer of any claimed non-compliance with the warranty pursuant to this letter within thirty (30) days after such non-compliance first comes to the attention of Customer and within three (3) year(s) after the date of each shipment; (ii) full compliance by Customer with instructions given by Universe whether in written or oral form, and normal practices of the design, construction and real property industries and of the industry to which Customer belongs with respect to handling, delivering, storing, processing, treating, installing and maintaining such panel systems ("Instructions and Practices"); and (iii) provision by Customer to its employees, contractors and customers with relevant parts of the Instruction and Practice. Customer's failure to satisfy all/any of the above three conditions shall be construed as the waiver by Customer of any right it may have to enforce this warranty.

No warranty, expressed or implied, other than specifically set forth above is given or is to be implied with respect to any material furnished by Universe, and Universe expressly disclaims all other expressed and implied warranty, including warranties of merchantability and fitness for a particular purpose.

This warranty and remedy is exclusive, and in lieu of all other warranties, written, oral, expressed or implied or any warranty of merchantability or fitness for a particular purpose. In no event shall Universe be liable for any incidental or consequential losses or damages (including, but not limited to, economic loss or loss of profits) suffered or incurred by customer as a result of or in connection with any breach of this warranty by Universe.

All notices under this warranty should be sent Registered or Certified mail, postage prepaid, return receipt requested to:

UNIVERSE® Corporation
3333 Foerster Road
Bridgeton, MO 63044-3716
Attention: President

By 
Brin Baltman
Accounting Administrator

Date: 11/17/17