



COMMERCIAL-INDUSTRIAL PRODUCTS LIMITED TWENTY (20) YEAR ALUMINUM-ZINC ALLOY COATED STEEL WARRANTY

PERFORMANCE GUARANTEE

Fabral, a Euramax company, hereinafter referred to as Fabral or Seller, guarantees to the original building Owner (Owner) that within the Continental United States normal outdoor atmospheric conditions will not cause perforation or structural failure of the Commercial-Industrial Roofing and Siding Panels sold to you by Fabral.

This warranty is limited to panel perforation or structural failure resulting from normal atmospheric exposure. The following are excluded from the definition of normal atmospheric exposure and thereby from this warranty:

1. Areas subject to marine (salt water) atmosphere or to constant spray of either salt or fresh water.
2. Areas subject to heavy fallout of or exposure to corrosive chemicals, animal waste, cement dust, ash, or fumes from chemical plants, foundries, plating works, kilns, fertilizer manufacturing, paper plants, and the like.
3. Areas subject to water run-off from lead or copper flashings or areas in metallic contact with lead or copper.

If an area is originally a normal exposure area, but the environment subsequently changes to one that is not a normal exposure area, this warranty will then be void.

This warranty does not apply:

1. In the event of mechanical or chemical damage during shipment, fabrication, storage on the jobsite, erection or after-erection.
2. If damage has been caused to the aluminum-zinc alloy coating by improper scouring or cleaning procedures.
3. If roof panels or other parts are fabricated or installed in a manner that prevents free drainage or free evaporation of water or free evaporation of dampness from all surfaces.
4. To perforation of panels caused by (a) corrosive fumes or condensate of harmful substances generated or released inside the building, or (b) damp insulation or other materials in contact with or close to the roofing or siding panels.

TERMS AND CONDITIONS

1. Duration of Warranty

Sentriclad Architectural Metals are guaranteed to perform in the manner described above for a period of 20 years from the date such panels are shipped from the Seller's manufacturing facility, provided installation occurs within 2 months from the date of shipment of the panels. In no event shall the guarantee extend beyond 20 years and 2 months from the date of shipment of the panels from the Seller's manufacturing facility. **NO WARRANTY, EXPRESS OR IMPLIED OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** shall apply to roofing having a slope of less than 2.5 degrees.

2. Owner's Obligations

- (a) Owner or his agent shall inspect material received from Seller prior to installation so as to mitigate expense involved in repairing, repainting or replacing defective sheets.
- (b) Any claim on account of a defect in the product or for any other cause whatsoever shall be deemed WAIVED by Owner unless written notice thereof is given to Seller within 30 days after discovery of the defect and within the applicable guarantee period. Seller shall be given reasonable opportunity to investigate all

claims, and no products shall be returned to Seller without Seller's inspection and approval and receipt by Owner of written shipping instructions from Seller.

- (c) To be effective, Owner's notice shall include such records as may enable Seller to establish the Fabral order number, Fabral invoice number, date of shipment by Fabral, and the date of installation in the form of siding or roofing panels of the claimed defective sheet. These records must be duly authenticated, be made in the ordinary course of business, and be contemporaneous with the events noted therein. Owner shall also present such evidence that establishes that any claimed defect was due to a breach of the guarantee stated herein.
- (d) If the claim is not found to be the fault of Fabral's material and if deemed appropriate by the Seller, all related site visitation costs incurred by the Seller or the Seller's agent would be the responsibility of the claimant.

3. Exclusive Remedy

- (a) If it is determined to Seller's reasonable satisfaction, upon inspection, that a sheet is defective, Seller shall have the right to either repair, repaint or replace the defective sheet utilizing such normal materials, methods and workmanship as are needed to fulfill the original performance guarantee but without extension of the duration thereof. Seller's liability and Owner's exclusive remedy under this guarantee shall be limited to repair, repainting or replacement as Seller may elect. In fulfillment of its guarantee, Seller shall in no event be liable to incur costs which exceed Seller's price for the defective sheet.

- (b) Owner hereby WAIVES all remedies not expressly provided herein including but not limited to, damages for injury to person or property and incidental and consequential damages for loss of use, revenues, or profit.

4. Exclusion of Warranties

The warranty described herein shall be IN LIEU OF any other warranty, express or implied, including but not limited to, any implied warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller also DISCLAIMS and Owner WAIVES any liability of Seller in tort, strict or otherwise, for damages, direct or consequential, resulting from a defect in design, material, workmanship, or manufacture, whether or not caused by negligence on the part of Seller.

5. Transfers, Assignments, and Representations

This guarantee is extended to Owner as the original purchaser from Seller and is non-transferable and non-assignable. No rights against Seller shall be created by any transfer or assignment, nor shall any rights against Seller survive any transfer or assignment. Owner or its agents or representatives shall not claim, represent or imply not permit its customers, distributors, applicators or contractors to claim, represent or imply that this guarantee extends or is available to parties other than Owner, and to the limit of its legal right to do so Owner shall cause any party to cease and desist of any such misrepresentation. This condition shall constitute a material term of this guarantee and its violation by Owner shall excuse Seller from its obligations hereunder.

6. Termination

Seller reserves the right to terminate this guarantee except with respect to orders which it has already accepted upon the giving of written notice thereof.

7. Merger

Oral statements made by Seller's representatives and written descriptions of the products appearing elsewhere than on the face hereof are not warranties and shall not be relied upon by Owner. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modification hereof, to be

effective, shall be in writing, shall expressly refer to this warranty, and shall be signed by an authorized representative of Seller.

8. REQUIREMENT OF PAYMENT

This warranty shall be effective only if Seller and its dealer/distributor have been paid in full, and without set off, for all materials, services and supplies rendered or delivered in connection with Sentriclad Architectural Metals' material.

9. CHOICE of LAW

The interpretation of the terms of this warranty shall be governed by the law of the State of Pennsylvania.

10. FORUM SELECTION

Fabral, Sentriclad Architectural Metals and Owner agree that is consideration of Fabral's, Sentriclad Architectural Metals' and Owner's undertakings under this warranty, the adequacy of which is acknowledged by Fabral, Sentriclad Architectural Metals and Owner, any dispute related to this warranty or the subject matter of the terms herein may only be brought in a competent court in the State of Pennsylvania, USA.

11. CONDITIONS

For this guarantee to be effective, it must be validated by an authorized representative of Fabral and applies only to a specific project. Owner shall notify Fabral of any defect in his Fabral products within thirty (30) days following its discovery. Notice shall be given by letter mailed to Fabral, 3449 Hempland Road, Lancaster, PA 17601; Attention: Guarantee Service. Owner shall give Fabral the opportunity to inspect the alleged defect before any permanent repair or replacement is begun by anyone and shall return a sample of the defective product to a destination designated by Fabral at Owner's expense, if Fabral requests such return. If the claim is not found to be the fault of the product and if deemed appropriate by Fabral, all related site visitation costs incurred by Fabral or the Fabral's agent would be the responsibility of the claimant. Fabral's obligations under this guarantee may be performed at Fabral's direction by a dealer, contractor or distributor appointed by Fabral for the purpose. Fabral reserves the right to discontinue or make changes in any of their products.

I-129 NBH 02/08 © 1997 FABRAL

