



PVDF LIMITED TWENTY (20) YEAR PROTECTIVE COATING WARRANTY ALUMINUM AND GALVALUME IN THE CARIBBEAN

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 and in the Caribbean normal outdoor atmospheric conditions (which term excludes corrosive or aggressive atmospheres such as those contaminated with chemical fumes) will not cause the paint on the Commercial-Industrial Roofing and Siding Panels sold to you under this guarantee to:

1. Crack, check or peel.

Note: A crack is a break in the coating sufficiently deep that the underlying surface is visible. Checking refers to shallow breaks in the coating which do not expose the underlying surface. Peeling occurs when the coating actually comes off the metal in pieces.

Slight crazing or cracking may occur on roll formed edges or break bends at the time of forming and should be considered as standard and shall not constitute a basis for complaint under this warranty. However, the film will not lose adhesion to the substrate when cellophane tape applied at the bend is removed.

2. Chalk in excess of a numerical rating of eight for roofing and siding panels when measured in accordance with the standard procedure specified in ASTM D659 (latest).

Note: Chalk refers to the formation of loose, removable powder evolved from the coating itself upon breakdown of its resin or binder. The test merely utilizes dark or light colored felt rubbed against the surface to pick up a measurable amount of the chalk which is then compared to a standard. On a scale of 10 (best) to 0 (worst), a rating of eight is considered a moderate amount of chalk while a rating of two would represent extreme chalk.

3. Fade or change in color in excess of five units of color difference ("NBS" units) for roofing and siding panels when measured in accordance with the standard procedure specified in ASTM D 2244 (latest) paragraph 4.3 on a washed test area.

Note: Most coated surfaces when exposed to the sun will fade to some degree over a period of time. Five NBS units is a noticeable, but not usually objectionable, degree of color change.

Colors may also darken or change hue rather than fade, particularly on exposure in polluted environments. The NBS units are intended to apply to color change in either direction in comparison with the original or unexposed color.

It is understood that fading or color change may not be uniform if the surfaces are not equally exposed to the sun and elements.

For purposes of determining whether an exposed coated panel meets the standards set forth in above paragraph, all chalk, dirt and other film deposits on the area of the panel to be tested for color must be removed by washing prior to evaluation.

To wash test area, use a pad of 28/24 mesh cheesecloth and distilled water with mild soap or detergent cleaner. Wet the cheesecloth thoroughly with the solution and rub it, using moderate hand pressure, over an area of panel approximately 4" x 4". Care must be taken to avoid any scratching, burnishing or other physical alteration of the coating surface.

After washing as described above, flush off the test area with distilled water and allow to air dry in a vertical position.

NOTE: Metallics are not color measurable and are not covered by this fade warranty.

TERMS AND CONDITIONS

1. DURATION OF WARRANTY

The paint coating of Sentriclad Architectural Metals is guaranteed to perform in the manner described above for a period of 20 years from the date such panels are installed by Owner or his agent, provided installation occurs within three months from the date of shipment of the panel from Seller's point of manufacture. In no event shall the guarantee extend beyond 20 years and three months from the date of shipment of the panels from Seller's point of manufacture.

NO WARRANTY, EXPRESS OR IMPLIED OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE shall apply to roofing having a slope of less than $\frac{1}{2}$: 12, 2.4 degrees. This warranty does not apply to Galvalume used within 1500' of salt water.

2. OWNER'S OBLIGATIONS

- (a) Owner or Owner's agent/Installer 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 established 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 the coating system 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.
- (e) Projects within 1500' from salt water shall have a sweet water (fresh tap water) rinse twice a year in accordance with AAMA 610.1.1979. The product must not be cleaned with abrasive or chemical cleaners. The Owner must maintain records of this maintenance.

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

- (A) THE WARRANTY DESCRIBED HEREIN SHALL BE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SELLER ALSO DISCLAIMS AND OWNER WAIVES ANY LIABILITY OF SELLER IN TORT, STRICT OR OTHERWISE, OR OTHERWISE IN LAW, FOR DAMAGES, DIRECT OR CONSEQUENTIAL, RESULTING FROM A DEFECT IN DESIGN, MATERIAL, WORKMANSHIP, OR MANUFACTURE, WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE.
- (B) THIS WARRANTY SHALL NOT APPLY IN THE EVENT OF THE OCCURRENCE OF ANY OF THE FOLLOWING CONDITIONS, REGARDLESS WHETHER SUCH CONDITIONS ARE OCCASIONED BY THE NEGLIGENCE OF THE OWNER OR ANY OTHER PARTY: (1) DAMAGE INCURRED IN THE HANDLING OR SHIPMENT OF THE PRODUCT; (2) DAMAGE INCURRED AS A RESULT OF IMPROPER STORAGE OR INSTALLATION; (3) DAMAGE RESULTING FROM PROLONGED MOISTURE CONTACT OR CONTACT WITH CORROSIVES AND/OR SIMILAR MATERIALS; (4) CONTACT WITH ANIMALS OR ANIMAL WASTE; (5) DAMAGE RESULTING FROM EDGE CORROSION OR FAILURE OF THE METAL SUBSTRATE; DAMAGE RESULTING FROM THE OWNER'S FAILURE TO PERIODICALLY REMOVE SALT ACCUMULATIONS; (6) GALVALUME PANELS INSTALLED WITHIN 1500' OF SALT WATER.
- (C) THE WARRANTY DESCRIBED HEREIN IS LIMITED TO THE PANEL'S STANDARD EXTERIOR SIDE FINISH.

4. 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 nor 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.

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