



# ALUMINUM ROOFING & SIDING PRODUCT GUARANTEE (For Commercial or Industrial Structures) 20 YEAR CORROSION GUARANTEE

Fabral, a Euramax company, subject to the limitations and conditions stated below, guarantees to the original owner that if the commercial or industrial aluminum roofing and siding products manufactured by Fabral, applied to the owner's commercial or industrial structure, leak as a result of perforation by rust or corrosion within the stated periods of guarantee, Fabral, at its option, shall either (a) repair the defective products, or (b) furnish new products to owner to replace the products found to be defective, at a charge to owner, computed as described below. Any reference in the Guarantee to replacement of products means that Fabral will deliver new products to the owner but it does not include the labor or any other costs of removal of defective products or application or installation of the new products.

## Terms of Guarantee

(1) Within ten (10) years after application of products or ten (10) years and six (6) months from date of sale by Fabral, whichever is less - no proration of product cost to owner.

(2) For the succeeding ten (10) years of the guarantee period, a cost to owner of 10% of the then current retail price of the new products for each year or part thereof after the tenth (10th) year - Fabral shall pay 10% during the twentieth (20th) year.

## LIMITATIONS

Fabral does not guarantee against and shall not be liable for any defect in or damage to the product due to any other cause than expressly guaranteed against above, including but not limited to: (a) other materials being substituted for or used in addition to Fabral products made from Fabral aluminum or faulty or improper application of the products; (b) failure to properly insulate the products between any dissimilar metals, contact with the ground, animal wastes, decaying materials or wet absorptive materials; (c) abnormal corrosive atmospheric conditions. This exclusion includes but is not limited to contamination from external sources such as manufactured chemicals and internal contamination created by improper ventilation (design or operational defects) or improper housekeeping, as defined by current Midwest Plan Service publications; (d) installation of panels having a slope of less than 12 degrees for exposed fastener profiles and 4 degrees for concealed fastener profiles; (e) installation of panels applied without protection over lumber which has been treated with preservatives or fire resistant salts, regardless whether such treatments are occasioned knowingly or without the knowledge of the buyer, the owner, or any other party. This exclusion includes but is not limited to lumber which has been treated with pentachlorophenol, chromated copper arsenate salts, creosote, fluor chrome arsenate phenol, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in this exclusion shall be defined as any barrier which prevents the transfer of moisture and salts between the treated lumber and Fabral's roofing and siding material including 4 mil polyethylene or equivalent durable vapor barrier of solid (non-porous) insulation. No other protective barrier shall be acceptable under this

provision without the expressed written approval of Fabral: (f) paint applied to the products after they have been shipped by Fabral; (g) willful abuse or negligence in, or failure to provide, reasonable maintenance of the products; (h) settlement, distortion, warping, failure or cracking of the panels or structure to which the products are affixed; (i) earthquake, lightning, gale, hurricane, tornado, hailstorm, windborne objects, or other Acts of God, fire, vandalism, riot, insurrection or civil disorder; (j) salt deposits that accumulate on the panels and are not washed off with a fresh water rinse. NEITHER EURAMAX NOR FABRAL SHALL BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES caused by any defects whatsoever in the products, and owner's EXCLUSIVE REMEDY and damages for any products, including any claim for consequential or incidental damages, shall be limited to repair, or new products sent by Fabral to replace any defective products, at Fabral's option. This writing contains the entire agreement between Fabral, Euramax and the owner, and THE GUARANTEE CONTAINED IN THE FIRST PARAGRAPH HEREIN IS MADE EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER GUARANTEES, EXPRESS OR IMPLIED, INCLUDING GUARANTEES OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.

## CONDITIONS

For this guarantee to be effective, it must be validated by an authorized representative of Fabral and applies only to a specific project. The 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. The 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 the 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 the Seller, all related site visitation costs incurred by the Seller or the Seller'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 and Euramax reserve the right to discontinue or make changes in any of their products.

This guarantee is not assignable or transferable. 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. 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.

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

**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.

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**CHOICE of LAW**

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