

SENTRICLAD® LIMITED WARRANTY ON PROTECTIVE COATINGS (THIRTY YEARS) (October __, 2019 version)

This Sentriclad® Limited Warranty on Protective Coatings (Thirty Years) from N.B. Handy Company (“Seller”) to each original building owner (“Customer”) purchasing Sentriclad® metal roof materials (the “Materials”) comprised of an aluminum alloy coated prime sheet substrate (the “Substrate”) featuring a protective coating (the “Coating”) from Company. This limited warranty applies only to Materials installed within the continental United States that have been installed in locations subject to normal atmospheric conditions.

1. LIMITED WARRANTY; EXCLUSIVE REMEDIES:

1.1. LIMITED WARRANTY ON COATINGS: Subject to the restrictions and terms herein, Company warrants solely to the original Customer that for the thirty (30) year period starting on the date that Coating was applied to the Substrate that the Coating will not (i) exhibit cracking, flaking, or peeling to an extent that is apparent on ordinary outdoor visual observation, (ii) chalk in excess of ASTM D-4214 method A number 8, or (iii) change in color on sunlight exposed surface areas by more than five (5.0) Hunter delta-E units as determined by ASTM method D-2244. This limited warranty does not apply to (y) non-uniform color changes on surfaces not equally exposed to sunlight and elements or (z) minute fracturing as the same may occur in proper fabrication of building components. Notwithstanding the foregoing, for Materials utilizing either of the colors Banner Red or Brandywine, Company’s warranty to the original Customer for cracking, etc, as per item (i) above shall be twenty (20) years, for chalking as per item (ii) above shall be ten (10) years, and for color changes as per item (iii) above shall be for ten (10) years. Further notwithstanding the foregoing, for Materials utilizing the Matte Black color, Company’s warranty to the original Customer for cracking, etc, as per item (i) above shall be thirty-five (35) years, for chalking as per item (ii) above shall be twenty (20) years and shall be measured in excess of ASTM D-4214 method A number 6, and for color changes as per item (iii) above shall be for twenty (20) years and shall be measured by more than nine (9.0) Hunter delta-E units as determined by ASTM method D-2244. Additionally notwithstanding the foregoing, for Materials utilizing either micas or metallic colors, Company’s warranty to the original Customer for cracking, etc, as per item (i) above shall be twenty (20) years, for chalking as per item (ii) above shall be twenty (20) years, and the Company shall offer NO warranty of any kind regarding color changes. For the purposes of this limited warranty, a crack is defined as a break in the Coating sufficiently deep that the underlying substrate surface is visible. For the purposes of this limited warranty, flaking is defined as the Coating falling away from the Substrate in whole or in part in small subportions and without human intervention. For the purposes of this limited warranty, peeling is defined as the Coating actually pulling away from the Substrate in whole or in part in larger portions than a flaking incident. The color change portion of this limited warranty does not apply to metallic color Coatings.

1.2. REMEDIES RELATED TO COATINGS: During a covered Coating’s limited warranty period, Company will, at Company’s sole option and discretion, (i) repair, (ii) repaint, or (iii) replace those portions of the Materials demonstrating a warranted condition. Such repair, repainting, or replacement shall be performed by Company or at Company’s direction without charge to Customer for both the material and labor costs reasonably necessary and associated with the same. The remedies in this Section 1.2 shall not exceed the original purchase price of the affected Materials (exclusive of any accessories or attachments).

1.3. PREREQUISITES FOR LIMITED WARRANTY COVERAGE: The foregoing limited warranty is entirely subject to the occurrence of all of the following:

(a) Customer’s (i) installation of the Materials within six (6) months of receiving the Materials and (ii) inspection of the Materials prior to fabrication and installation of same.

(b) The installation and/or use of the Materials in full and complete accordance with commonly accepted industry practices.

(c) All Substrate shall bend at least 4T for all sheet thicknesses. Additionally, the Materials shall be installed with a final, as-installed slope as follows:

(i) Sentrigard SL 150: Minimum Slope 1-1/2”:12”;

(ii) Sentrigard SL 175: Minimum Slope 1”:12”;

(iii) Sentrigard ML 150: Minimum Slope 1-1/2":12"; or

(iv) Sentrigard ML 200: Minimum Slope 1/2":12".

(d) The Materials shall be installed on property located greater than 1,500 feet from a salt-water environment.

(e) All amounts due for the Materials shall have been paid for in full by Customer to Company.

1.4. MAINTENANCE OF THE LIMITED WARRANTY: Once initiated, the continuation and validity of both of the foregoing limited warranty shall immediately be null and void upon the occurrence of any the following conditions, regardless of whether or not such conditions result from or are occasioned by the negligence or fault of any party other than Customer:

(a) Customer's failure to directly or indirectly observe and adhere to Company's use, care, cleaning, handling, and maintenance guide for Materials and Coatings, as the same are in effect on the date that the installation of the Material is complete. The current Cleaning and Maintenance Guide for Fluoropolymer Coil and Extrusion Coatings may be found at: <http://www.sentrigard.com/Static/Cleaning>

(b) Customer's alteration, modification, and/or repair in any way of the Material following the date that the installation of the Material is complete.

(c) Damage to the Material resulting from external forces or other acts of God including, without limitation, accidents, explosions, vandalism, natural disasters, and/or severe weather conditions including, without limitation, tornados, hurricanes, hail, floods, cyclones, sand storms, earthquakes, fire, lightning, wind speeds in excess of speeds appropriate for the location where the Materials are installed as determined by the provisions of the International Building Code (as interpreted at the time of such damage) and applicable local regulatory requirements (if any).

(d) The prolonged exposure of the Material to water of any kind or to a regular spray of water of any kind including, without limitation, damage to the Material or Coating.

(e) Damage to the Material caused by contaminants present within the atmosphere (including, without limitation, corrosive chemicals, ash or fumes from a chemical plant, foundry, plating facility, kiln, fertilizer manufacturing plant, or paper manufacturing plant) or generated within the building including, without limitation, condensate/moisture buildup due to either (y) inadequate building and/or insulation ventilation or installation or (z) the use of an inadequate vapor barrier (adequacy being defined as a permeability rating of .5 or less with sealed joints and perimeter) when insulation is installed immediately beneath the Material.

(f) Damage to the Material caused by falling objects, projectiles (however propelled), foot traffic, storage of materials, or recreational activities.

(g) Damage to the Material caused by movement of, deterioration of, contact with, or runoff from metal (including Material paneling), rubber based components, fasteners, sealants, lumber (treated, green, or wet), concrete, and/or soil in direct contact with or adjacent to the Material unless such components are an integral part of the Material and were approved in writing by Company prior to the Material's initial installation.

(h) Damage of any kind to the Material caused by animals of any kind including insects.

(i) Damage to the Material caused by improper or inadequate pretreatment of the Substrate metal; defects in the Substrate metal or in its fabrication or embossing; or any corrosion or loss of adhesion as a result of Substrate fabrication or embossing processes; or damage caused by forming which incorporates severe reverse bending or subjects the Coating to alternate compression cycles / bending of the Coating and tension; or damage caused by improper roll forming abrasion, scouring, or cleaning procedures.

(j) Damage to the Material caused by moisture entrapment in coil and/or bundles during transit or storage or which has been stored or installed in such a way that allow standing water on the Coating; a development of any condition between the Coating or Substrate which causes the Coating to degrade or delaminate, including any failure or deficiency in the cleaning process or pretreatment; and mishandling of any Coating or of any Substrate, including abuse, alteration, modification, improper use, or storage.

(k) Damage to the Material resulting from exposure or corrosion at cut/bare edges or failure of the Substrate.

- (l) Damage caused by failure to remove debris from overlaps and all other surfaces of the Materials.
- (m) Damage caused by significant differences in insulation below the Material.
- (n) Damages or conditions caused by the attachment or adhesion of items such as snow guards or solar panels to the Material.
- (o) Damage of any kind sustained during shipment, storage, forming fabrication, or during or after erection.
- (p) The prolonged presence of standing or ponding water on the Materials.
- (q) Customer's painting, on their own or on their direction, of the Materials.

1.5. LIMITED WARRANTY CLAIMS PROCEDURE: To obtain performance under any portion of this limited warranty, Customer shall notify Company in writing (to N.B. Handy Company, 65 10th Street, Lynchburg, VA 24506, Attn: Warranty Administrator) with a full description of the claimed defect that is covered by this warranty and a copy of either this warranty and the dated proof of purchase of the Materials including, without limitation, the date of shipment of the Materials by Seller, date of final installation by Customer, and Seller's order number and invoice number. Such notice shall be given to Company during the limited warranty period and within fifteen (15) days after Customer's discovery of the claimed defect. In no event shall the limited warranty on Coatings extend beyond thirty (30) years from the date that the Coating was applied to the Substrate. Company shall review each such claim and, as applicable, be given the opportunity to directly or through an agent, inspect the Materials in question. No components or materials shall be returned to Company without Company's prior approval. Following its review, Company will evaluate the Materials to determine if to Company's reasonable satisfaction there is indeed an actionable warranty claim and, if so, how Company wishes to remedy the same. During the limited warranty period for the Material's Coating, Company will, at Company's sole and absolute option and discretion and subject to any limitations stated elsewhere within this limited warranty, if any, (i) repair, (ii) repaint, or (iii) replace those portions of the Materials demonstrating a warranted condition. Refunds are not available. Any repaired, repainted, corrected, or replaced Materials shall be subject to the Limited Warranty set forth to the duration of the original limited warranty period as set forth in Sections 1.1. If Company has received notification from Customer of a potential claim under this limited warranty, and no warranted defects of the Material's Coating could be discovered, Customer may bear the costs that Company incurred as a result of investigating such notice in Company's sole and absolute discretion.

1.6. EXCLUSIONS FROM LIMITED WARRANTY COVERAGE: The foregoing limited warranty does not include defects in the Materials resulting from ordinary wear and tear, abuse or misuse, mishandling, neglect, or use beyond the Material's intended use. **NO WARRANTY** of any kind is provided by Company for claims directly resulting from improper or incorrect Material installation, design, or fabrication. Liability for such claims shall be the sole responsibility of the third party responsible for such installation, design, or fabrication.

1.7. IF A COATING DOES NOT CONFORM TO THIS LIMITED WARRANTY, THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS, AT COMPANY'S SOLE AND EXCLUSIVE OPTION, THE (1) REPAIR, (2) REPAINTING, OR (3) REPLACEMENT OF THE DEFECTIVE PORTIONS OF THE MATERIAL IN WHOLE OR IN PART. THE LIMITED WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND MADE IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, RIGHTS OR CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. IF COMPANY CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. EXCEPT AS EXPRESSLY DESCRIBED HEREIN, COMPANY DISCLAIMS AND CUSTOMER WAIVES ANY LIABILITY OF COMPANY IN TORT, STRICT OR OTHERWISE, OR OTHERWISE IN LAW OR EQUITY, FOR DAMAGES, DIRECT OR CONSEQUENTIAL, RESULTING FROM A DEFECT IN DESIGN, MATERIAL, WORKMANSHIP, OR MANUFACTURE, WHETHER OR NOT OCCASIONED BY COMPANY'S NEGLIGENCE. Company does not assume or authorize any person to assume for them any other liability in connection with the Materials or Coatings.

2. EXCLUSION AND LIMITATION OF LIABILITY

IN NO EVENT, WHETHER BASED ON CONTRACT OR TORT OR OTHER LEGAL THEORY, SHALL COMPANY

BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING, DAMAGES TO PROPERTY OTHER THAN THE MATERIAL, INCONVENIENCE, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, PERSONAL INJURY OR BODILY INJURY, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to Customer. In jurisdictions that limit the scope of or preclude limitations or exclusion of remedies or damages, or of liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth above are intended to apply to the maximum extent permitted by applicable law. This limited warranty give the Customer specific legal rights, and the Customer may also have other rights that vary by state, country or other jurisdiction.

3. NON-TRANSFERRABLE

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

4. ENTIRE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES

This limited warranty constitutes the entire, final, complete, and exclusive expression of the terms of this warranty as offered by Company. To be effective any modification thereof must be in writing and signed by all parties hereto. This limited warranty is only effective once signed by Company (by a duly authorized Company representative) and Customer. This limited warranty can be signed in any number of counterparts, each of which will be considered an original, and all of which will constitute but one and the same instrument. Any party hereto may execute and deliver a counterpart of this limited warranty by electronic transmission of this limited warranty signed by such party, and any such electronic signature shall be treated in all respects as having the same effect as an original signature.

5. SEVERABILITY

If any provision of this limited warranty is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with its stated intention, or, if incapable of such enforcement, will be deemed to be severed and deleted from this limited warranty, while the remainder of the terms of this limited warranty will continue in full force and effect.

6. DISPUTE RESOLUTION; MEDIATION

This limited warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its principles of conflicts of law. The parties acknowledge the exclusive jurisdiction of the federal and state courts of the Commonwealth of Virginia. Any claims or disputes under this limited warranty shall be heard exclusively in any state or federal courts sitting in Lynchburg, Virginia, and both parties expressly consent to the personal jurisdiction and venue of the Virginia state and federal courts for such actions. Any legal action that Customer brings against Seller for breach of any portion of this limited warranty must be brought, if at all, within one (1) year after the underlying cause of action first accrued.

Notwithstanding the prior paragraph, in the case of any controversy, claim, or dispute arising out of or related to this limited warranty which cannot be resolved by direct negotiation between the parties, the parties agree that, prior to commencing any formal proceeding, the parties will first engage the services of a mutually selected professional mediator and attempt in good faith to resolve the dispute through confidential mediation. The parties shall each bear an equal portion of the mediator's fees and expenses. Each party shall bear its own attorneys' fees and expenses.

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7. TERMINATION OF WARRANTY

Company reserves the right to terminate this limited warranty at any time, except as to Materials already installed and orders already accepted on the date of such termination.

This Sentriclad® Limited Warranty on Protective Coatings is approved and authorized this ___ day of _____, 20__.

N.B. HANDY COMPANY

by: _____ (SEAL)
NAME TITLE

This Sentriclad® Limited Warranty on Protective Coatings is accepted on its express terms this ___ day of _____, 20__.

CUSTOMER:

by: _____ (SEAL)
NAME TITLE

SPECIMEN