



40 -Year Limited COOLR “Paint” Warranty AZ50 Galvalume®, G90 Galvanized, or Aluminum

EXCLUSIVE WARRANTY

This Warranty (collectively, the “Warranty”) is issued by Metal Roofing Systems, Inc., hereinafter referred to as “MRS”), to the customer identified in this Certificate (hereinafter referred to as “Customer”) and applies to the finish on AZ50 Galvalume®, G90 Galvanized, or Aluminum flat sheet and coil products (hereinafter referred to as the “Product”) with a WeatherX SR Silicon Polyester Coating (hereinafter referred to as the “Coating”) if erected anywhere within the Continental United States including Alaska, Hawaii and Canada.

1. This Warranty applies if any of the following Warranty Conditions occurs:

a. Within 40 years from the date of application of application of the paint, WeatherX exhibits cracking, flaking or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. *Minute fracturing, which may occur in proper fabrication of the building parts, is not a covered Warranty Condition. Failure due to substrate corrosion is not a covered Warranty Condition.*

b. Within 30 years from the date of installation of the panels, WeatherX:

i. Chalks in excess of ASTM D-4214 method A number six (6) rating on horizontally installed (roofing) panels and a number eight (8) rating on vertically installed (sidewall) panels, when properly maintained as described herein, and

ii. Changes color more than seven (7.0) Hunter delta-E unites on horizontally installed (roofing) panels and five (5.0) Hunter delta-E units on vertically installed (sidewall) panels as determined by ASTM method D-2244. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and Valspar does not warrant that color changes will be uniform.

2. This Warranty does not apply to circumstances beyond MRS’s control, including:

a. Fire or other casualty or physical damage;

b. Unusual harmful fumes, foreign substances in the atmosphere or standing water, painted Galvalume or painted HDG (Hot Dipped Galvanized) products installed within 1500 feet of a coastline, salt or brackish water environments;

c. Improper treatment of or defects in the metal or in the fabrication;

d. Intermittent or continual submersion in water or any other liquid or solid material;

e. Damage from wind, deliberate damage, improper handling by erectors; and

f. Mishandled Products, e.g., ANY PRODUCT WHICH HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED, OR STORED CONTRARY TO OUR INSTRUCTIONS.

g. Stored or installed in a way that allows for poor air circulation, contact with animals or animal waste.

h. Embossing that fractures or severely stretches the film (i.e. film is diminished at the point of emboss by greater than 0.2 mils.

3. This Warranty does not cover damage or deterioration resulting from moisture contamination or entrapment or any other contamination detrimental to the coating, which occurs prior to installation of the Products, including, without limitation, contamination occurring during shipment of the Product to the jobsite or during storage at the jobsite. This Warranty does not cover failure due to corrosion of substrate. Other MRS warranties address corrosion issues.

4. EXCLUDED ATMOSPHERIC CONDITIONS

This Warranty does not apply to sheet exposed at any

time to corrosive, aggressive, harmful or other abnormal atmospheric conditions, including but not limited to:

A. Areas subject to fallout exposure to corrosive chemicals, ash, fumes, cement dust, animal waste, or it’s decomposition by-products, fallout from copper, lead, nickel or silver mining or refining operations and carbon black;

B. Conditions/circumstances where corrosive fumes or condensation are generated or released inside the building;

C. Areas subject to water run-off from lead or copper flashing or piping or areas in contact with lead or copper or lumber containing same;

5. All Warranty work will be performed by MRS, or any company, dealer, contractor, applicator, or distributor selected by MRS. Since there may be a color variance between the replacement or repainted Product and the originally installed Product due to normal weathering (i.e. exposure to sunlight and extremes of temperature and weather) of the originally installed Products, this condition shall not be indicative of a defect.

6. NOT WITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MRS’S LIABILITY SHALL NOT EXCEED THE LESSER OF THE FOLLOWING: (I) THE CUSTOMER’S LIABILITY DIRECTLY ATTRIBUTABLE TO A BREACH OF THIS WARRANTY, OR (II) THE REFINISHING OR REPLACEMENT OF THE FAILED COATED MATERIAL, OR AT MRS’S OPTION, REFUND OF THE PURCHASE PRICE WHICH SHALL NOT EXCEED AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO MRS BY THE CUSTOMER FOR THE PURCHASE OF THE DEFECTIVE PRODUCT. MRS SHALL NOT BE LIABLE FOR INJURY TO PROPERTY OTHER THAN THE FLAT SHEET AND/OR COIL PRODUCTS COATED WITH FLUOROCARBON PAINT SYSTEMS, IN THE CONDITION AND AS PURCHASED BY CUSTOMER FROM MRS. MRS, IN ALL INSTANCES, SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO DETERMINE WHETHER OR NOT REFINISHING OR REPLACEMENT OF THE FAILED AREAS IS REQUIRED, AND TO FULFILL ITS OBLIGATION UNDER THE WARRANTY, MRS RESERVES THE RIGHT TO NEGOTIATE AND APPROVE ANY FINAL CONTRACT LET FOR REFINISHING AND REPLACEMENT AS THE CASE MAY BE.

7. This Warranty applies only to products manufactured by the customer within six (6) months from shipment thereof by Metal Roofing Systems, Inc..

8. Claims under this Warranty must be presented by the customer to MRS in writing during the warranty period and within thirty (30) days after Customer becomes aware that any warranted condition has occurred. Time is of the essence and failure to give notice within the specified time shall discharge MRS from any obligations under this Warranty. MRS must be given a reasonable opportunity to do an on-site inspection to determine if there is a coating failure.

9. The laws of the State of Ohio shall exclusively govern the rights and duties of the parties to this Warranty. Any controversy or claim arising out of or related to this Warranty, or the breach thereof shall be brought before a court of competent jurisdiction in Cleveland, Ohio under the substantive and procedural laws of the State of Ohio.

10. Customer acknowledges that MRS is not the manufacturer or applicator of the coating warranted herein and agrees that all issues arising from or related to the exceptions set forth herein shall be determined finally and conclusively as to Customer, by the original manufacturer.

11. This Warranty applies solely to MRS “inventoried stock” colors. Custom matched colors and non-inventoried items may have different Warranty terms, or not be warranted.

12. For this Warranty to apply, the Customer must retain certain records. In order for MRS to process a claim, we will need to be told the original coil or skid tag number.

13. THIS WARRANTY IS GIVEN AS THE SOLE AND EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY BY OR AGAINST MRS, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES, ARE MADE, AND ANY SUCH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. CUSTOMER WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST THE SELLER, AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF MRS. MRS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. MRS HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY. THIS WARRANTY IS EXTENDED TO CUSTOMER ALONE AND NO OTHERS, IS NON-TRANSFERABLE AND NON-ASSIGNABLE, AND MAY NOT BE ENLARGED IN ITS SCOPE BY ANY REPRESENTATIVE, SALES PERSON, AGENT OR OTHER EMPLOYEE OF MRS. THE CUSTOMER SHALL NOT PERMIT ANYONE TO CLAIM OR IMPLY THAT THIS WARRANTY EXTENDS OR CAN BE “PASSED THROUGH” TO ANYONE OTHER THAN THE CUSTOMER. THIS PROVISION IS A MATERIAL TERM OF THIS WARRANTY AND ITS VIOLATION OR BREACH BY CUSTOMER OR ANY OF CUSTOMER’S AGENTS OR REPRESENTATIVES, SHALL VOID AND CANCEL THIS WARRANTY FOR ALL PURPOSES.

THE LIABILITY OF SELLER MRS SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY PRODUCT OR COATING TO CONFORM WITH THE PROVISIONS OF THIS LIMITED WARRANTY.

MRS SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSES AND/OR LIABILITIES ARISING FROM OR RELATED TO THE DESIGN, USE OR FAILURE OF THE PRODUCT OR COATING, FOR THE INTERRUPTION OF THE CUSTOMER’S OPERATIONS OR BUSINESS, FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PRODUCT OR COATING OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER OR LOSS OF PROFIT OR OTHER FINANCIAL LOSS ARISING OUT OF THE USE OR FAILURE OF THE PRODUCT OR COATING, EVEN IF MRS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSE, LOSS AND/OR LIABILITIES, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE TO ANYONE BY REASON OF THE FACT THAT SUCH PRODUCT OR COATING SHALL HAVE BEEN DEFECTIVE.

SIGNATURE:

This Warranty is not valid unless signed by an authorized employee or agent of MRS.

METAL ROOFING SYSTEMS, INC.

By: _____

Name Printed: