

FABRAL'S PVDF LIMITED TWENTY (20) YEAR PROTECTIVE COATING WARRANTY METALLIC COATING SYSTEMS

PERFORMANCE GUARANTEE

Fabral, a Euramax company, Lancaster, Pennsylvania, hereinafter referred to as Fabral or Seller guarantees that within the Continental United States normal outdoor atmospheric conditions (which term excludes corrosive or aggressive atmospheres such as those contaminated with chemical fumes or salt spray) 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 brake 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. Color change is indeterminate and is not covered under the terms of this warranty.

TERMS AND CONDITIONS

1. DURATION OF WARRANTY

The paint coating of Fabral roofing and siding panels is guaranteed to perform in the manner described above for a period of twenty years from the date such panels are installed by Buyer, provided installation occurs within six months from the date of shipment of the panel from Seller's point of manufacture. In no event shall the guarantee extend beyond twenty years and six 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.

2. BUYER'S OBLIGATIONS

- (a) Buyer 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 Buyer 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 Buyer of written shipping instructions from Seller.

- (c) To be effective, Buyer'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. Buyer 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 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.

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 Buyer'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) Buyer 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 BUYER 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 BUYER 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) DAMAGE RESULTING FROM EDGE CORROSION OR FAILURE OF THE METAL SUBSTRATE.
(C) THE WARRANTY DESCRIBED HEREIN IS LIMITED TO THE PANEL'S STANDARD EXTERIOR SIDE FINISH.

5. TRANSFERS, ASSIGNMENTS, AND REPRESENTATIONS

This guarantee is extended to Buyer 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. Buyer 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 Buyer, and to the limit of its legal right to do so Buyer 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 Buyer 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 Buyer. 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 Fabral's material.

I-116MET 01/05

SAMPLE