



# 20-Year, 6-Month Limited "Metal" Warranty Painted 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") to warrant that the Aluminum painted with MRS's stock COOLR®, Kynar 500®, or Hylar 5000® resin painted sheet aluminum sold for use as aluminum building roofing and/or siding panels, if erected within the continental United States and Caribbean, WILL NOT as a result of corrosion: rupture, fail structurally or perforate within a period of 20 years, and 6 months.

### 1. 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;

### 2. OTHER EXCLUDED SITUATIONS

A. Mechanical, chemical or other damage sustained during shipment, storage, forming, fabrication, during or after erection;

B. Failure to provide free drainage of water, including internal condensation, from overlaps on all other surfaces of the sheets or panels;

C. Failure to remove debris from overlaps and all other surfaces of the sheets or panels;

D. Failure to perform an annual fresh tap water rinse on pre-painted aluminum located within one mile of a seacoast, salt water or brackish water in accordance with AAMA 610.1-1979.

E. Damage caused to the metallic coating by improper roll forming, scouring or cleaning procedures;

F. Deterioration of the panels caused by contact with green or wet lumber or wet storage stain caused by water damage or condensation;

G. The presence of damp insulation or other corrosive materials in contact with or close proximity to the panel.

H. Deterioration to the panels caused directly or indirectly by panel contact with fasteners. Selection of suitable long-lasting fasteners to be used with Aluminum roofing and siding panels rests solely with the Customer;

I. Bends less than 2T for sheet thickness .030" and thinner and less than 4T for sheet thickness .031" and thicker;

J. Slopes of roof or sections of the roof flatter than 1/4:12;

K. Forming, which incorporates severe reverse bending or which subjects coating to alternate compression and tension;

L. This Warranty applies only to the aluminum and not to any paint coating that may be applied to the metal. A separate warranty is available for MRS's COOLR paints;

M. This warranty applies only to painted aluminum. No Warranty is offered for bare or mill finish aluminum.

### 3. EXCLUSIVE REMEDIES

Customer's exclusive remedy and Seller's sole liability for breach of this limited Warranty shall be limited to the cost of either repairing non-conforming panels, or at Seller's sole option:

A. Furnishing to Customer, FOB Customer's plant, sufficient sheet metal to enable Customer to fabricate replacement panels for the defective panels; or

B. Reimbursing Customer for the cost of the defective panels.

### 4. LIMITATION OF DAMAGES

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

MRS SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PANEL OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER 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 PANELS SHALL HAVE BEEN DEFECTIVE.

THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY, 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, WHICH 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 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.

### 5. INSPECTION AND NOTICE OF CLAIM

Customer shall exercise diligence in inspection of panels as received from MRS so as to mitigate repair or replacement. No Warranty shall apply to panels that are used, and contain coating defects discernable by reasonable inspection. Claims for any breach of Warranty must be made within the period of this limited Warranty. Customer must give Seller a reasonable opportunity to inspect the material. Claims must be promptly reported in writing to MRS, and MRS shall be given a reasonable opportunity to inspect the panels claimed to be defective. Customer must prove that the defective materials were sold by MRS by means of proper identification of the material involved in the claim, including date of shipment by MRS, date of installation, MRS order number, coil number, and invoice number.

### 6. TRANSFERS, REPRESENTATIONS AND ASSIGNMENTS

This limited Warranty is extended to Customer as the original purchaser from MRS and 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. No rights against MRS shall be created by any purported transfer or assignment. 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.

### 7. WAIVER OR MODIFICATIONS OF SHEFFIELD'S RIGHTS

No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, and no course of conduct or performance, in any way purporting to modify this limited Warranty or to waive MRS's rights hereunder, shall be binding on MRS unless the same be clearly set forth in a writing that expressly refers to this limited warranty and expressly refers to having such effect upon this limited Warranty, and is signed by the authorized representative of MRS.

### 8. OTHER PROVISIONS

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 the Customer, by the original manufacturer.

### 9. GOVERNING LAW

The substantive law of the State of Ohio shall exclusively govern the rights and duties of the parties under this agreement. 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.

### SIGNATURES:

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

METAL ROOFING SYSTEMS, INC.

By: \_\_\_\_\_

Name Printed:

Title:

Metal Roofing Systems

Date:

Issued To:

Installer:

For:

Job:

Color:

Completion Date: