## WEATHEREDGE BUILDING COMPONENTS PAINTED ROLL FORM STEEL

## **FORTY (40) YEAR LIMITED WARRANTY**

WEATHEREDGE has a warranty from its various paint vendor as to any siliconized polyester paint used by WEATHEREDGE on roll formed steel roof and side wall panels in the Package. These paint vendors may include Azko Nobel, DuraCoat or Rainbow (each, a "Paint Vendor"). The Paint Vendor warranty provides that such paint shall not:

- 1) For forty (40) years, PRODUCT will not peel, flake or otherwise lose adhesion to an extent that is apparent on ordinary on ordinary outdoor visual observation. NOTE: Slight crazing or cracking may occur on roll-formed edges or break bends at the time of forming, and is considered as standard-such crazing or cracking shall not constitute a basic for complaint under this limited warranty; and
- 2) For thirty (30) years, sidewall panels of PRODUCT will not change color more than five (5) (delta E) Hunter units and roof panels will not change more than seven (7) (delta E) Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964; and
- 3) For thirty (30) years, sidewall panels of PRODUCT will not chalk more than a number eight (8) rating and roof panels will not chalk more than a number six (6) rating when measured per ASTM D 4214, Method A.

## This warranty is subject to the following conditions:

- 1) Normal atmospheric conditions are defined to exclude corrosive or aggressive atmospheres such as those contaminated with chemical fumes or salt spray.
- 2) The warranty will not extend to, or cover, damage to the Product occasioned by moisture or other contamination detrimental to the Product attributable to improper storage of the coated metal prior to installation; nor to defects or damages to the products color-coated finish caused by handling, shipping, transit, processing or installation.
- 3) The warranty will not be applicable to damage or failure which is attributable to acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, or other such similar or dissimilar occurrences beyond Paint Vendor control.
- 4) Claims under this warranty must be made by Customer to Paint Vendor in writing within thirty (30) days after discovery of the condition giving rise to the claim, and Paint Vendor must be given a reasonable opportunity to inspect the coated metal claimed to be defective.
- 5) In the event of a claim under this warranty, Customer shall demonstrate to the reasonable satisfaction of WEATHEREDGE that the failure of the product was due to a breach of the warranty stated herein.
- 6) This warranty is extended to the original buyer and is not transferable or assignable.
- 7) The express warranty stated herein is the exclusive express warranty applicable to the color-coated finish on the Paint Vendor product. Paint Vendor makes no other warranties with respect to the Product, expressed or implied, including any implied warranty of merchantability or fitness for a participation purpose.
- 8) PRODUCT which is installed within 1000 meters (3250 feet) of either a salt water shoreline at mean high tide or other marine environment will be excluded.

## Remedy

Paint Vendor' liability under this warranty will be limited, at its option, to refinishing or replacing the product claimed to be defective, and in no event shall Paint Vendor' liability exceed the lesser of the cost of replacing the coated product or refinishing the product on site. In no event shall Paint Vendor be liable for any incidental or consequential damage. Any refinish of the product shall be performed by using standard finishing practices and materials select by Paint Vendor, which reserves the right to approve or negotiate the contract for such refinishing. The warranty on any refinished or replaced coated metal supplied hereunder shall be for the remainder of the warranty period applicable to the product originally coated.

The specific terms, exclusions, limitations and conditions of the Paint Vendor warranty are controlling and a copy of the Paint Vendor warranty will be provided to Owner. The Paint Vendor warranty excludes exposure to harsh environments, including exposure to animal manures and their byproducts.

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