METAL ROOFING SYSTEMS

40-Year Limited COOLR Coastal "Paint" Warranty For Aluminum Substrate

EXCLUSIVE WARRANTY

This Warranty (collectively, the "Warranty") is issued by Metal Roofing Systems, LLC dba MRS (hereinafter referred to as "Metal Roofing"), to the customer identified in this Certificate (hereinafter referred to as "Customer") and applies to the finish on Aluminum flat sheet and coil products (hereinafter referred to as the "Product") with PVDF based coating consisting of KYNAR 500® or Hylar 5000® resin (hereinafter referred to as the "Coating") if erected anywhere within the Continental United States including Alaska, Hawaii and Canada.

1. Subject to the provisions contained herein, Metal Roofing warrants that during the Forty (40) Year Warranty Period, Metal Roofing's COOLR stock Coatings will not chip, crack, peel, flake or check (except for such slight crazing or cracking as may occur on tightly roll-formed edges or break bends at the time of roll forming or other fabrication of pre-painted sheet or coil and which is accepted in the industry as standard). Subject to the provisions contained herein, Metal Roofing warrants that for Thirty (30) years from the date of installation of panels, the Coating will not chalk in excess of ASTM D-4214 method A number eight (8) rating, or change color more than Five (5.0) Hunter ΔE units as determined by ASTM method D-2244. Color change will 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 surface. It is understood that fading or color change may not be uniform, if the surfaces are not equally exposed to the sun and elements.

2. This Warranty does not apply to circumstances beyond Metal Roofing's control, including:

a. Any coated product that is installed beyond the water's edge.

b. Significant differences in insulation below the coated metal panel.

c. Fire or other casualties or physical damage;

d. Unusual harmful fumes, foreign substances in the atmosphere or standing water.

e. Improper treatment of or defects in the metal or in the fabrication or areas where items such as touch up paint, snow guards or solar panels are attached / adhered to the coating.

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

g. Damage from wind, deliberate damage, improper handling by erectors, from abrasive or chemical cleaners.

h. 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.

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

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

k. Any damage caused by failure of the building owner to perform a "sweet water" / fresh tap water rinse twice a year, or more frequent, to avoid salt residue accumulation.

l. This warranty does not cover failure, deterioration, or damage resulting from substrate corrosion, cut edge corrosion, or exposure of the substrate at fabricated or sheared edges, including any resulting loss of adhesion or coating degradation.

m. Exposure to excess humidity, condensation, frost, mold, mildew, or fungus on product surfaces.

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.

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, copper flashings, piping, or other dissimilar metals, or areas in contact with lead, copper, pressure or fire-treated lumber, or other corrosive materials.

5. All Warranty work will be performed by Metal Roofing, or any company, dealer, contractor, applicator, or distributor selected by Metal Roofing. 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, METAL ROOFING'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 METAL ROOFING'S OPTION, REFUND OF THE PURCHASE PRICE WHICH SHALL NOT EXCEED AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO METAL ROOFING BY THE CUSTOMER FOR THE PURCHASE OF THE DEFECTIVE PRODUCT. METAL ROOFING 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 METAL ROOFING. METAL ROOFING, 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, METAL ROOFING 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.

8. Claims under this Warranty must be presented by the customer to Metal Roofing 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 Metal Roofing from any obligations under this Warranty. Metal Roofing 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 Metal Roofing 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. All coating-related claims are subject to the terms, conditions, and determinations of the coating manufacturer.

11. Due to pigment limitations, LS Matte Black (438R576 & 438R599) are covered by a number nine (9) rating for chalk, and six (6) ΔE units for fade for a period of twenty (20) years from installation. Copper and other metallic colors have no rating available for color change and are covered by a number eight (8) for chalk for twenty-five (25) years.

12. This Warranty applies solely to Metal Roofing "inventoried stock" colors. Custom matched colors and non-inventoried items may have different Warranty terms or not be warranted.

13. For this Warranty to apply, the Customer must retain certain records. For MRS to process a claim, we will need to be told the original coil or skid tag number. Also, the building owner shall perform a "sweet water" / fresh tap water rinse twice a year, or more frequent, to avoid salt residue accumulation in accordance with AAMA 610.1.1979, records must be kept of the maintenance.

14. THIS WARRANTY IS GIVEN AS THE SOLE AND EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY BY OR AGAINST METAL ROOFING, 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 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 METAL ROOFING. METAL ROOFING SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. METAL ROOFING 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, SALESPERSON, AGENT OR OTHER EMPLOYEE OF METAL ROOFING. 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 METAL ROOFING 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.

METAL ROOFING 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 METAL ROOFING 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 Metal Roofing Systems.

METAL ROOFING SYSTEMS, LLC

By: _____

Name Printed: Gavin Seale

Title: President

Date:

"Metal Roofing"

Issued To:

For:

Job:

Color:

Completion Date:

R052026

SAMPLE