METAL ROOFING SYSTEMS

METAL ROOFING SYSTEMS
WEATHERXL™, WEATHERXL™ CRINKLE
EXCLUSIVE LIMITED WARRANTY

METAL ROOFING SYSTEMS ("***Seller***") hereby provides and grants this **exclusive limited warranty** (this "***Warranty***") to its original purchaser ("***Buyer***") of steel coils coated with WeatherXL™ Siliconized Polyester coil coating ("***WeatherXL™***").

WARRANTY CONDITIONS. Seller warrants, subject to the terms and conditions set forth below, the WeatherXL™ coating applied to the steel coil(s) sold by Seller to Buyer solely for use as steel building roofing and siding panels, if any of the following Warranty Conditions occur:

1. Within 40 years from the date of application of the WeatherXL™, the WeatherXL™ exhibits cracking, flaking or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Warranty Conditions do not include, and this Warranty does not apply to, failures due to substrate corrosion and/or minute fracturing, which may occur in proper fabrication of the building parts.

2. Within 30 years from the date of installation of the steel panels, the WeatherXL™:

    a. 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

    b. Changes color more than seven (7.0) Hunter delta-E units 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 Seller does not warrant that color changes will be uniform.

GEOGRAPHIC LIMITATIONS. This Warranty applies only to WeatherXL™ used on buildings within the continental United States, Alaska and Canada.

WARRANTY EXCLUSIONS AND SITUATIONS. Without otherwise expanding upon the Warranty, Warranty Conditions do not include, and this Warranty does not apply to, any damage or condition resulting from circumstances beyond Seller's control, including without limitation any of the following:

1. Acts of God, falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond Seller's control;

2. Harmful fumes or foreign substances in the atmosphere, or salt spray; no Warranty is provided for WeatherXL™ on any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from a salt-water environment;

3. Improper or inadequate pretreatment of the substrate metal;

4. Defects in the substrate metal or in its fabrication or embossing, including any corrosion or loss of adhesion as a result of the substrate fabrication or embossing process;

5. Significant differences in insulation below the coated metal panel;

6. WeatherXL™ which has been damaged due to moisture entrapment in coils and/or bundles during transit to, or storage by, Buyer or which has been installed or stored by Buyer in such a way that allows standing water on the coating;

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7. Failures or damage resulting from substrate exposure or corrosion at cut/bare edges or failure of the metal substrate;

8. WeatherXL™ that has been installed or stored by Buyer in such a way that allows contact with animals or animal waste;

10. Mishandling by Buyer of any substrate coated with WeatherXL™, including abuse, alteration, modification, improper use, or storage thereof; and

11. Attachment or adhesion of materials or items such as snow guards and solar panels to the coating.

EXCLUSIVE REMEDY. If a Warranty Condition occurs and all the other requirements of this Warrant are satisfied, the sole and exclusive remedy available to Buyer is as follows: Seller shall, at Seller's option and at its sole discretion, pay or reimburse Buyer for reasonable labor and material costs necessary to repaint, repair or replace the metal panels showing the Warranty Condition. Except as expressly provided above, Seller shall not be liable for any costs or expenses associated with the metal panels showing the Warranty Condition. The Warranty shall apply to any metal panels that were repainted, repaired or replaced due to a Warranty Condition, but only for the unexpired portion of the Warranty period with respect to the original metal panel.

LIMITATION OF DAMAGES. THE LIABILITY OF SELLER ARISING OUT SUPPLYING OR SELLING STEEL COILS COATED WITH WEATHERXL™, OR ITS USE BY BUYER OR BUYER'S CUSTOMER, WHETHER BASED UNDER BREACH OF CONTRACT OR WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE STEEL COILS COATED WITH WEATHERXL™ RECEIVED BY SELLER. THE REMEDIES SET FORTH ABOVE SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER WHETHER THE CLAIMS OF BUYER ARE BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER FOR ANY **INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL** OR **PUNITIVE DAMAGES**, WHETHER BASED UPON LOST GOODWILL, LOST PROFITS, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, PROPERTY DAMAGE, LOSS OF USE, EXPENSES OF RECALL, OR OTHERWISE.

DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTY HEREIN STATED, SELLER MAKES NO WARRANTIES, REPRESENTATIONS, GUARANTEES, AFFIRMATIONS OF FACT OR PROMISES, EITHER EXPRESS OR IMPLIED. SELLER HEREBY EXCLUDES AND DISCLAIMS THE IMPLIED WARRANTIES OF **MERCHANTABILITY**, **FITNESS FOR A PARTICULAR PURPOSE** or **FREEDOM FROM PATENT INFRINGEMENT**.

CLAIMS. Buyer must exercise diligence in inspecting the steel coils coated with WeatherXL™ as received from Seller to mitigate damages in the event of repair or replacement of non-conforming panels. Claims for breach of this Warranty must be made by Buyer within the Warranty period and within fifteen (15) days after Buyer first discovers the purported Warranty Condition. Such claims must be delivered to Seller in writing at the applicable claims address set forth herein below. Buyer must give Seller a reasonable opportunity to inspect the defect. Adequate records of the steel coil coated with WeatherXL™ involved in the claim, including date of shipment by Seller, date of installation, Seller's order number and invoice number, and such evidence that establishes the claimed Warranty Condition is covered under this Warranty must be provided by Buyer in connection with making the claim. Any legal action that Buyer may commence against Seller for breach of this Warranty must be brought within one (1) year after the cause of action accrues.

TRANSFERS AND ASSIGNMENTS. Seller extends this Warranty only to Buyer. This Warranty does not extend to Buyer's successors and assigns. This Warranty is non-transferable and non-assignable. Buyer and its agents and representatives may not claim, represent or imply to Buyer's customers, distributors, installers or contractors that this Warranty extends to parties other than Buyer, and any violation thereof shall excuse Seller from its obligations under this Warranty.

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WAIVER AND MODIFICATION. No terms, other than those stated herein, no agreement or understanding (oral or written), and no course of conduct or performance in any way purporting to modify this Warranty or waive Seller's rights under this Warranty, shall be binding on Seller unless the same is in a writing and signed by Seller and Buyer.

TERMINATION OF WARRANTY. Seller reserves the right to terminate this Warranty at any time, except as to orders already accepted, upon written notice thereof to Buyer. This Warranty shall terminate without notice, and be rendered and deemed extinguished and of no effect, upon a change in ownership from the original owner of any structure upon which the metal panels coated with WeatherXL™ is installed. Ownership derived from the original owner by way of sale, deed transfer, land contract, inheritance or gift shall each be deemed a change in ownership.

GOVERNING LAW. The laws of the State of Minnesota shall govern all rights and terms under this Warranty without regard to any choice or conflict of law provision of any jurisdiction. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the non-exclusive jurisdiction of the state and federal courts of the State of Texas for any litigation which may arise out of or be related to this Warranty. Buyer irrevocably waives any objection based on forum non-convenience or any objection to venue of any such action. Any action or suit initiated by Buyer in connection with this Warranty must be brought in a state or federal court of the State of Texas. **THERE IS EXCLUDED FROM THIS WARRANTY THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS**.

ENTIRE AGREEMENT AND PAYMENT CONTINGENCY. This Warranty contains the entire agreement between Seller and Buyer with respect to the warranties granted to Buyer regarding WeatherXL™ applied to the steel coil(s) sold by Seller to Buyer and replaces all other agreements (oral or written). Notwithstanding the foregoing, this Warranty shall not affect the one (1) year warranty granted by Seller to Buyer pursuant to Section 7 of the Standard Terms and Conditions of Sale of Seller (the "***Terms & Conditions***"). In the event any provision of this Warranty conflicts with any provision of the Terms & Conditions, this Warranty will control and prevail. Seller shall have no obligations under this Warranty unless and until Seller receives payment in full for the applicable steel coil to which the WeatherXL™ is applied.

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