



40 Year Limited Pre-painted Colour Warranty

METAL Roofing & Siding EXPERTS Inc.® (hereinafter “METAL EXPERTS.®”) warrants the product finish when purchased by a customer (hereinafter the “Purchaser”) that their roofing, sidewall and trim panels will retain its film integrity, colour and chalk, as in the Warranty providing the metal has been stored, transported and installed in adherence to the Conditions and Limitations portion of this limited Warranty. This limited Warranty shall extend from the date of purchase.

(WARRANTY TABLE)

Limited Warranty – Pre-painted Colours

Types of Installation	Film Integrity	Colour Change	Chalking
Sidewall Panels (ASTM D2244 & D4214)	40 Years	30 Years 5 ΔE Max	30 Years – 8 Min
Roofing Panels (ASTM D2244 & D4214)	40 Years	30 Years 8 ΔE Max	30 Years – 6 Min

Definitions:

1. Film Integrity shall be defined as the absence of peeling, checking, chipping or cracking, except for such crazing or slight cracking as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet.
2. Colour Change shall be defined as freedom from fade or change as warranted in ΔE units calculated in accordance with ASTM D2244-02. Colour Change is measured on an exposed painted surface that has been cleaned of surface soils and chalk and then compared to corresponding values measured on the original or unexposed coated surface.
3. Chalking shall be defined as a numerical rating as warranted when measured in accordance with the standard procedures specified in ASTM D4214-98 method A D659 number 7.

Conditions and Limitations:

1. This anti-weathering limited Warranty does not apply to other causes of degradation on pre-painted metal which has been abraded or scratched or has been damaged by abrasive or chemical cleaners; abrasive damage caused by asphalt shingles; has been modified, altered, used in a manner not originally intended or stored improperly or contrary to good industry practice; has been damaged due to moisture entrapment in bundles during transit or storage; has been stored or installed in a way which allows standing water (possibly acid rain) on the coating; has been exposed to harmful or corrosive chemicals whether or not they are liquid, solid or gas; has been stored or installed in such a way that allows for contact with animals and/or animal waste or decomposition products; has been exposed to salt water containing spray and/or salt containing atmosphere; has had prolonged contact with any surface contaminants including, but not limited to, leaves, pine needles, and/or other organic matter; has had internal contamination created by improper ventilation or improper housekeeping. This limited Warranty does not apply to areas that are sheltered from rainfall, unless such areas are properly maintained, which proper maintenance includes doing a fresh water rinse at least twice a year.
2. This limited Warranty does not apply in the event of deterioration to the product caused directly or indirectly by contact with fasteners. Fasteners must be purchased from METAL EXPERTS.® or claims involving issues around the fasteners and their contact area with the pre-painted metal will not be considered.
3. Product that is improperly installed or maintained is not covered by this limited Warranty. The product must not be cleaned with abrasives or chemical cleaners.

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4. This limited Warranty does not cover damage or failure of pre-painted metal in cases where damage or failure is attributable to acts of God, falling objects, external forces, explosions, fire, riots, civil commotion, an act of war, excessive radiation or other such similar occurrences beyond METAL EXPERTS[®] control. This Warranty does not cover damage to the product's finish caused by handling, shipping, transit, processing, storage or installation.
5. The Purchaser shall inspect material when it is received from METAL EXPERTS[®], prior to installation so as to mitigate expense involved in repairing or replacing defective sheets. The Purchaser accepts responsibility upon receipt of the materials in the conditions described in paragraph 4 of Conditions and Limitations on Warranty.
6. Non-uniform colour changes that result from unequal exposure of roofing, sidewall or trim panels to sunlight and/or the elements are not covered by this Warranty unless such colour change meets the definition of Colour Change above.
7. Claims under this limited Warranty must be sent by Purchaser to METAL EXPERTS[®], and must be received by METAL EXPERTS[®] within thirty (30) days after discovery of the conditions giving rise to the claim.
8. In the event of a claim under this limited Warranty, Purchaser must supply documentation of purchase date, purchase invoice number and purchase location. In addition, Purchaser shall demonstrate to the reasonable satisfaction of METAL EXPERTS[®] that the failure of the product was due to a breach of the limited Warranty stated herein. In no event shall a Warranty claim be considered if the product has not been paid for in full.
9. The Purchaser's sole and exclusive remedy and METAL EXPERTS[®]' liability under this limited Warranty will be limited, at METAL EXPERTS[®] option, to replace the defective METAL EXPERTS[®] pre-painted metal product or refund the Purchaser the price paid for the METAL EXPERTS[®] pre-painted metal. In no event shall METAL EXPERTS[®] be liable for any incidental, special, punitive or consequential damages. Except as provided herein, METAL EXPERTS[®] shall not be liable for any losses, damage or expense, whether direct, incidental or consequential, caused by or resulting from the use of defective or nonconforming product. In no event will the original applicable Warranty period set forth in the Warranty be extended by a Warranty claim.
10. In the event of any subsequent failure of any replaced pre-painted metal, Purchaser shall make any claims against the supplier of those replacement materials.
11. This limited Warranty does not cover damages or conditions resulting from circumstances beyond METAL EXPERTS[®] control, including, without limitation, the following:
 - a. Significant differences in insulation below the product.
 - b. Failures or damage resulting from edge corrosion.
 - c. Prolonged contact with vegetation, dirt, gravel, cement and/or concrete.
 - d. Where the product is in contact with, or subject to runoff from, lead, copper, graphite, pressure treated, green or wet lumber or wet insulation.
 - e. Damages or conditions at the point(s) where materials or items such as snow guards and solar panels are attached or adhered to the product.
12. This limited Warranty is extended to the Purchaser only and shall not inure to the benefit of any other party. This limited Warranty is non-transferable and non-assignable by the Purchaser and the Purchaser shall not permit their agents, representatives, customers, distributors, applicators or a contractor to claim, represent or imply that this limited Warranty extends to or is available to anyone other than the Purchaser.
13. Except as set forth herein, METAL EXPERTS[®] makes no other warranties with respect to the product, expressed or implied, including any implied Warranty of merchantability of fitness for a particular purpose.
14. In no case will METAL EXPERTS[®] be liable to any person or entity for property damage or personal injury in tort (including negligence and strict liability), contract, Warranty or otherwise for direct, indirect, special, incidental, punitive, consequential or other damages or losses, including but not limited to damage for loss of business profits, business interruption, loss to the building or its contents or any other loss, regardless of the cause of such damage and whether or not caused by or resulting from negligence of METAL EXPERTS[®], even if METAL EXPERTS[®] has been advised of the possibility of such damage or losses. METAL EXPERTS[®]' total liability for all claims of any kind will not exceed the purchase price paid to METAL EXPERTS[®] for the product in question.
15. No representative, dealer, reseller, employee, installer or any other person is authorized to make, modify or change this limited Warranty or make any other Warranty, representation or promise on behalf of METAL EXPERTS[®] with respect to the product. No term or condition other than those stated in this limited Warranty and no agreement or understanding, whether oral or written, in any way purporting to modify or change this limited Warranty will be binding on METAL EXPERTS[®], unless made in writing and signed by the President of METAL EXPERTS[®]. METAL EXPERTS[®] retains the right to change this Warranty without notice.

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