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") and applies to the finish on Aluminum 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, MRS warrants that during the Twenty-Five (25) Year Warranty Period, MRS’ 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 rolling or other fabrication of prepainted sheet or coil and which is accepted in the industry as standard). Subject to the provisions contained herein, MRS warrants that for Twenty-Five (25) years from the date of installation of panels, the Coating will not chalk in excess of ASTM D-4214-89 method D659 number eight (8) rating, or change color more than Five (5.0) Hunter BÉ units as determined by ASTM method D-2244-2. 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 MRS control, including:
   a. Coated product is installed beyond the water’s edge.
   b. Significant differences in insulation below the coated metal panel.
   c. Fire or other casualty 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 snow guards or solar panels are attached / adhered to the product.
   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, NOT STORED PER MRS’ INSTRUCTIONS.
   i. Stored or installed in a way that allows for pond air circulation, standing water, contact with animals or animal waste.
   j. Embossing that fractures or severely削弱 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 ‘Sweet water’ fresh tap water rinse twice a year, or more frequent, to avoid salt residue accumulation.
   l. This Warranty does not cover damage or deterioration resulting from moisture contamination or entrapment or any other condition detrimental to the coating, which occurs prior to installation of the Products, including, without limitation, contamination occurring during shipment of the Product to the job site or during storage at the job site. This Warranty does not cover failure due to corrosion of substrate.
   m. 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, acid, 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;
   D. Any Warranty work will be performed by MRS, or any company, dealer, contractor, applicator, or distributor selected by MRS. Should a color variance between the replacement or repaired Product and the originally installed Product due to normal weathering (i.e. change in color due to the action of wind, sun, rain, and weather) of the originally installed products, this condition shall not be indicative of a defect.
   E. NOT WITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MRS LIABILITY UNDER ANY COATING WARRANTY SHALL NOT EXCEED THE LESSER OF THE FOLLOWING: (I) THE CUSTOMER’S DAMAGE DIRECTLY ATTRIBUTABLE TO A BREACH OF THIS WARRANTY, OR (II) THE REFINISHING OR REPLACEMENT OF THE FAILED COATED MATERIAL. OR AT MRS’ OPTION, REFUND OF THE PURCHASE PRICE WHICH SHALL NOT EXCEED AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO MRS BY THE CUSTOMER FOR THE PURCHASE OF THE DEFECTIVE PRODUCT. MRS SHALL NOT BE LIABLE FOR INJURY TO PROPERTY OTHER THAN THE FLAT SHEET AND/OR COIL PRODUCTS IN COATING WITH FLUOROCARBON PAINT SYSTEMS, IN THE CONDITION AND AS PURCHASED BY CUSTOMER FROM MRS 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. MRS RESERVES THE RIGHT TO NEGOTIATE A FIRM PRICE AND/OR FINAL CONTRACT LET FOR REFINISHING AND REPLACEMENT AS THE CASE MAY BE.

3. This Warranty applies only to products manufactured by the customer within six (6) months from shipment thereof by Metal Roofing Systems Inc.

4. Claims under this Warranty must be presented by the customer to MRS 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 MRS from any obligation under this Warranty. MRS must be given a reasonable opportunity to do an on-site inspection to determine if there is a coating failure.

5. 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.

6. Customer acknowledges that MRS is not the manufacturer or applicator of the coating warranted herein and agrees that all issues with respect to the quality and performance of the Coating are the responsibility of Kynar, Inc., Passaic, N.J.

7. Customer warrants that during the Warranty Period, MRS warrants that during the Twenty-Five (25) Year Warranty Period, MRS’ 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 rolling or other fabrication of prepainted sheet or coil and which is accepted in the industry as standard). Subject to the provisions contained herein, MRS warrants that for Twenty-Five (25) years from the date of installation of panels, the Coating will not chalk in excess of ASTM D-4214-89 method D659 number eight (8) rating, or change color more than Five (5.0) Hunter BÉ units as determined by ASTM method D-2244-2. 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.

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10. This Warranty applies solely to MRS “inventoried stock” colors. Custom matched colors and non-inventoried items may have different Warranty terms, or not be warranted.

11. For this Warranty to apply, the Customer must retain a dated copy of the original invoice. In order 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.

12. This Warranty is not valid unless signed by an authorized employee or agent of Metal Roofing Systems Inc.

13. This Warranty shall be construed against the Seller, and agrees that the Disclaimers in this instrument shall be construed liberally in favor of MRS. MRS hereby disclaims all warranties, express or implied, of merchantability or fitness for a particular purpose or purposes, are made, and any such other warranties are expressly disclaimed. There are no warranties that extend beyond the description and provisions contained in this instrument. Customer waives the benefit of any rule that the disclaimers of