

## Warranty

### 55% Aluminum-Zinc Alloy Coated Sheet For Acrylic Resin Coated Products

#### 1. Performance

The metal substrate will not rupture, fail structurally or perforate for a period of **20 years and 6 months as Standard ASTM A792 with Coating AZ50 after shipment**, due to exposure to normal atmospheric corrosion. This warranty covers the following thickness range from 0.0120" to 0.0271" (from 0.31mm to 0.68mm).

OR

The metal substrate will not rupture, fail structurally or perforate for a period of **25 years and 6 months as Standard ASTM A792 with Coating AZ55 after shipment**, due to exposure to normal atmospheric corrosion. This warranty covers the following thickness range from 0.0120" to 0.0271" (from 0.31mm to 0.68mm).

#### 2. Proper Use

This warranty is conditioned upon the proper installation and maintenance of the products manufactured and sold ("Products"). In the case of any indications made or published by or on behalf of PMP ("Painted Metal Products") in relation to the installation and/or maintenance of Products under this warranty or elsewhere, this warranty shall be conditioned upon the strict observance of said indications. PMP will not warrant Products which have been in any way modified, altered or repaired by persons other than PMP or without PMP's express written consent, or which have been improperly used or applied.

#### 3. Environment

This warranty is limited to exposure to normal atmospheric conditions in urban and rural areas, and does not apply to Products exposed to:

- Marine environment, salt water, salt spray or salt in the air (including proximity within one mile of salt water).
- Airborne emissions from industrial sources, sulfur, acids or chemicals other than normal photochemical smog.
- Areas subject to fallout or exposure to corrosive fumes, ash, cement dust or animal waste.
- Areas subject to water run-off from lead or copper flashings or areas in metallic contact with lead or copper.
- Damage caused due to the use of the Product for animal confinement.
- High humidity or corrosive fumes are generated or released from the inside of the building.
- Other harmful gases or fumes, chemicals or foreign substances in the air or atmosphere.
- Areas which do not provide drainage.

#### **4. Installation**

This warranty does not apply in any of the following events or circumstances:

- Deterioration of the Product caused directly or indirectly by contact with fasteners or sealants. (Responsibility for selection of suitable long-lasting fasteners and sealants to be used with 55% aluminum-zinc coated sheet steel roofing and siding panels, or in rainwater applications, rests solely with the buyer.)
- Slopes of the roof or sections with a pitch of less than 2% (1/4":12") or otherwise as to allow puddling or staining.

#### **5. Damage**

This warranty does not apply to damage or failure caused by:

- Moisture or other contamination because of improper packaging, storage or handling prior to installation.
- Improper handling, shipping or installation.
- Scratching or abrading during or after installation.
- Standing water.
- Prolonged contact with vegetation, dirt or gravel.
- Failure to properly insulate from copper, lead and other dissimilar metals.
- Corrosion due to cut edge exposure.
- Acts of God, falling objects, external forces, explosions, fire, accidents, misuse, alteration, lack of reasonable care or other such similar or dissimilar occurrences beyond PMP's control.
- Mechanical chemical or other damage sustained during shipment, storage, field forming or fabrication of during or after installation.
- Damage caused to the metallic coating by improper scouring or cleaning procedures.
- Failure to provide free drainage of water, including internal condensation, from overlaps on all other surfaces of the sheets or panels.

#### **6. Non-Transferable**

This warranty applies only to the direct buyer and owner of the Product and is not transferable or assignable and shall not inure to the benefit of any other party.

#### **7. Remedy**

THE SOLE AND EXCLUSIVE REMEDY ARISING OUT OF OR IN CONNECTION WITH THIS WARRANTY WILL BE, AT PMP'S SOLE OPTION, THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT OR THE REFUND OF THE PURCHASE PRICE, AND SUCH REMEDY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OF IMPLIED.

## **8. Limitation of Liability**

PMP'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE AND BREACH OF ANY AND ALL WARRANTIES) SHALL NOT EXCEED THE PURCHASE PRICE PAID TO PMP FOR THE PRODUCT IN QUESTION.

PMP SHALL NOT BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS OR LOST USE OF THE MATERIAL, EVEN IF PMP SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. PMP SHALL NOT BE LIABLE TO ANY PERSON FOR CLAIMS FOR PROPERTY DAMAGE OR PERSONAL INJURY.

## **9. Terms, Conditions and Other Limitations of this Warranty**

Claims must be reported in writing to PMP by the buyer within the warranty period stated above and immediately after buyer becomes aware of the alleged defect, and all the required information, including but not limited to the date of installation, PMP's sale order number, coil number, invoice number and date of shipment must be shown by the buyer. PMP shall be given a reasonable opportunity to inspect the material claimed to be non-conforming.

PMP shall not have any obligation under this Warranty until all invoices for supplies and services have been paid in full to PMP.

The buyer understands that PMP must have reasonable opportunity to inspect the Product before any remedy can be decided by PMP. If the buyer elects to begin repairs prior to proper notification to PMP, PMP shall have no responsibility for those repairs and will automatically become null and void. PMP's agents or employees shall have free and unlimited access to the product covered by this warranty during regular business hours for the purpose of evaluating a claim. PMP reserves the right to discontinue or make changes to any of its Products. If any Product is unavailable and PMP decides to replace any component thereof, PMP shall have the right to substitute materials, which it considers to be of equal quality and price.

The warranty period on any repaired or replaced Product shall be for the remainder of the warranty period applicable to the original purchase. The repair or replacement of any of the products shall not exceed the terms of this limited warranty.

The terms and conditions of this warranty may only be modified in writing by a duly authorized representative of PMP.

PMP reserves the right to withdraw this warranty from the market at any time. Any and all warranties in effect at the time of removal will not be affected by the withdrawal, and will remain in effect until their expiration.

This warranty shall be governed by and construed in accordance with the laws of the state of Texas. Any dispute shall be exclusively referred to the jurisdiction of the courts of the state of Texas.