

PERFORMANCE WARRANTY

Omnimax International, Inc. d/b/a/ Fabral (hereinafter referred to as "Fabral" or "Seller") warrants that the standard exterior side paint (the "Coating") of the GR^G Panel Iron-Carbon (or Steel) alloy roofing and siding panels (collectively, the "Warranty Product") properly installed within the continental United States of America in normal outdoor atmospheric conditions shall not (subject to the exclusions and limitations set forth herein):

1. Crack, Check, or Peel for a period of forty (40) years after the Commencement Date (defined below).

2. Chalk or Fade for a prorated period of thirty (30) years after the Commencement Date.

"Crack" shall mean a break in the Coating deep enough so that the underlying steel substrate is visible to the naked eye.

"Check" shall mean shallow breaks in the Coating that do not expose the underlying steel substrate.

"Peel" shall mean the Coating separates from the steel substrate in pieces.

"Chalk" shall mean the formation of loose, removable powder evolved from the Coating itself upon a breakdown of its resin or binder, and when measured in accordance with the standard procedure specified in ASTM D4214 (latest), such measurement is below a numerical rating of eight (8) for vertical siding panels and six (6) for non-vertical roofing panels.

"Fade" shall mean a fade or change in color of the Coating in excess of five (5) units of color difference ("NBS" Delta E units) for vertical siding panels and seven (7) units of color difference ("NBS" Delta E units) for non-vertical roofing panels, when measured in accordance with the standard procedure specified in ASTM D 2244 (latest) paragraph 4.3, on a washed test area. The following shall not be deemed as "Fade" qualifying for remediation hereunder: (1) the Coating that has faded five (5) or less NBS units; (2) the Coating has darkened or changed hue rather than faded, particularly on exposure in polluted environments; (3) the Coating is a different color on different surfaces not being equally exposed to the sun and elements. The NBS units are intended to apply to color change in either direction on the exposed painted surface in comparison with the unexposed retain surface. For purposes of determining whether an exposed coated panel of the Warranty Product meets the standards set forth for remediation due to Fade, all chalk, dirt and other film deposits on the area of the panel to be tested for color must be removed by washing prior to evaluation. To wash test area, use a pad of 28/24 mesh cheesecloth and distilled water with mild soap or detergent cleaner. Wet the cheesecloth thoroughly with the solution and rub it using moderate hand pressure, over an area of panel approximately 4" x 4". Care must be taken to avoid any scratching, burnishing or other physical alteration of the Coating surface. After washing as described above, flush off the test area with distilled water and allow to air dry in a vertical position.

TERMS AND CONDITIONS

1. DURATION OF WARRANTY AND HOW TO MAKE A CLAIM

Seller hereby warrants that the Coating shall not (1) Crack, Check, or Peel for a period of 40 years after the Commencement Date (the "Crack, Check and Peel Warranty Period") or (2) Chalk or Fade for a period of 30 years after the Commencement Date (such obligation of Seller to be reduced each year after ten (10) years as provided below)(the "Chalk and Fade Warranty Period"). The Crack, Check and Peel Warranty Period and Chalk and Fade Warranty Period are hereinafter collectively the "Warranty Periods". The "Commencement Date" shall mean the earlier of (1) the date of installation of the Warranty Product or (2) six (6) months after the date of shipment of the Warranty Product from Seller's manufacturing facility as evidenced solely by Seller's business records. In no event shall the duration of any warranty hereunder extend beyond the Crack, Check and Peel Warranty Period or Chalk and Fade Warranty Period, as applicable. Time is of the essence, and the failure to make any warranty claim within the applicable Warranty Period shall be deemed a complete and absolute waiver and termination of any right to make such a claim. To make a claim, Buyer (defined below) must send notice in writing and in accordance with Section 3 below.

2. EXCLUSIONS

THIS WARRANTY IS RESTRICTED TO FAILURES RESULTING FROM NATURAL WEATHERING AND SHALL BE VOID, AND NO WARRANTY, EXPRESS OR IMPLIED, SHALL APPLY:

- (a) to Warranty Product installed as roofing having a slope of less than 12 degrees;
- (b) to Warranty Product installed without protection over lumber which has been treated with preservatives or fire resistant salts, regardless of whether such treatments are occasioned knowingly or without the knowledge of the Buyer or any other party. Such exclusions include, without limitation, lumber which has been treated with pentachlorophenol, chromated copper arsenate salts, creosote, fluor chrome arsenate phenol, or any similar treatment for fire and rot resistance. Protection of the Warranty Product from treated lumber as provided for in this exclusion shall be defined as any barrier including 4 mil polyethylene or equivalent durable vapor barrier or solid (non-porous) insulation that prevents the transfer of moisture and salts between the treated lumber and the Warranty Product. No other protective barrier shall be acceptable under this provision without the express written approval of Fabral;
- (c) upon failure to properly store the Warranty Product or to properly insulate the Warranty Product (i) from prolonged moisture or corrosives or similar materials or (ii) between it and dissimilar metals, the ground, animals, animal wastes, decaying materials or absorptive materials;
- (d) to damage incurred as a result of (i) improper installation, storage, packaging, shipping or handling or (ii) installation within 1500 meters of salt water;
- (e) to damage to the Warranty Product resulting from edge corrosion or failure of the metal substrate or the substrate treatment;
- (f) to slight cracking or crazing that may occur during fabrication;
- (g) in (or from exposure to) abnormal, corrosive, aggressive or other fume atmospheric conditions. This exclusion includes, without limitation, contamination from external sources such as manufactured chemicals, chemical fumes, or salt spray, and internal contamination created by improper ventilation (design or operational defects) or improper housekeeping, as defined by current Midwest Plan Service publications;
- (h) for any damage to the Warranty Product from causes beyond normal wear and tear or that is caused by misuse, improper cleaning or maintenance, modification, defective metal or defective metal fabrication, catastrophic events, impact from foreign or falling objects, standing water, fire, explosions, acts of God including, without limitation, earthquake, flood, hail, winds, tornados or hurricanes, seismic explosions, terrorism, vandalism, or similar or dissimilar damages or other casualty or events beyond the control of Seller;
- (i) when Buyer's, installer's or other third party's negligent acts or omissions or willful misconduct cause damage to the Warranty Product;
- (j) to Warranty Product painted with any coating other than Fabral's standard exterior side finish;
- (k) to any Warranty Product that has been used for any purpose other than as specified in its instructions or has been removed or reinstalled after initial installation.

3. BUYER'S OBLIGATIONS AND EFFECTIVENESS OF WARRANTY AND CLAIM

For this warranty and any claim hereunder to be effective:

- (a) Buyer shall inspect the Warranty Product upon delivery to Buyer for any defects;
- (b) Seller shall have received timely payment in full, and without set off, for the Warranty Product;
- (c) the Warranty Product must have been installed within the continental United States of America; and
- (d) Buyer shall deliver Seller written notice of any Warranty Product defect to the following address within 30 days after discovery of the defect and prior to expiration of the applicable Warranty Period: Fabral, Attn: Warranty Claims Administrator, 3449 Hempland Rd. Lancaster PA 17601
- (e) Buyer, at Buyer's sole cost and expense, shall provide Seller notice of a defect including (i)(A) a copy of this warranty, (B) such records as may enable

Seller to establish the (1) Fabral order number, (2) Fabral invoice number, (3) date of shipment by Fabral, and (4) the date of installation and (ii) such other samples of the defective Warranty Product, material, information, photographs and any other documentation as Fabral may reasonably request to establish a claim under this warranty. Any requested records, samples, material, information, photographs or documentation must be duly authenticated and certified as true and correct by an authorized signatory of Buyer, be made in the ordinary course of business, and be contemporaneous with the events noted therein.

4. EXCLUSIVE REMEDY AND REDUCTION IN SELLER'S OBLIGATIONS

- (a) Seller's liability and Buyer's exclusive remedy under this warranty shall be limited to the direct cost of repair, repainting or replacement of the Warranty Product as Seller may elect in Seller's sole and absolute discretion upon inspection, and Seller expressly reserves the right to approve the contractor(s) repairing, repainting or replacing the Warranty Product. Further, in the cases of Chalk and Fade, Seller shall reimburse Buyer only an amount equal to the cost to repair, repaint or replace such Warranty Product during the initial ten (10) years after the Commencement Date. After the initial ten (10) year period, Seller's portion of such reimbursement to Buyer shall be reduced each year by 4.75%. By way of example and for purposes of clarity, Seller shall only reimburse Buyer for 5% of the remediation cost in the thirtieth (30th) year after the Commencement Date. Seller shall be given reasonable opportunity and access to investigate all claims, and Buyer shall have no rights regarding any Warranty Product except as expressly provided in this limited warranty. If it is determined in Seller's sole and absolute discretion that a Warranty Product is defective within the applicable Warranty Period, Seller shall have the right to repair, repaint or replace the Warranty Product utilizing such normal materials, methods and workmanship as are needed to fulfill the original performance warranty. SELLER SHALL IN NO EVENT BE LIABLE TO INCUR COSTS WHICH EXCEED THE ORIGINAL AMOUNT PAID BY BUYER TO SELLER FOR THE WARRANTY PRODUCT. ALSO, IN NO EVENT SHALL ANY REMEDIATION OF A WARRANTY PRODUCT EXTEND THE DURATION OF ANY APPLICABLE WARRANTY PERIOD.
- (b) BUYER HEREBY WAIVES ALL REMEDIES RELATED TO THE WARRANTY PRODUCT NOT EXPRESSLY PROVIDED HEREIN INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INJURY TO PERSON OR PROPERTY, AND DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUES, OR PROFIT. RESORT TO THIS WARRANTY IS THE BUYER'S SOLE AND EXCLUSIVE REMEDY, AND ALL CLAIMS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY THEORY AT LAW OR IN EQUITY IS DISCLAIMED, AND THE BUYER EXPRESSLY ACCEPTS THIS WARRANTY IN LIEU OF ANY OTHER RIGHT OR REMEDY RELATED TO THE WARRANTY PRODUCT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG A WARRANTY LASTS OR EXCLUSIONS OR LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE ABOVE LIMITATIONS, THEREFORE, MAY NOT APPLY TO BUYER. THIS WARRANTY GIVES BUYER SPECIFIC LEGAL RIGHTS, AND BUYER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS WARRANTY WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

5. EXCLUSION OF WARRANTIES

THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SELLER ALSO DISCLAIMS AND BUYER WAIVES ANY LIABILITY OF SELLER IN TORT, STRICT OR OTHERWISE, OR OTHERWISE IN LAW, FOR DAMAGES, DIRECT, INDIRECT OR CONSEQUENTIAL, RESULTING FROM A DEFECT IN DESIGN, MATERIAL, WORKMANSHIP, OR MANUFACTURE, WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE.

6. TRANSFERS, ASSIGNMENTS, AND REPRESENTATIONS

"Buyer" shall mean only the property owner at the time the Warranty Product is initially installed. This warranty is extended only to Buyer and is non-transferable and non-assignable. No rights against Seller shall be created by any transfer or assignment, nor shall any rights against Seller survive any transfer or assignment. Neither Buyer nor its agents or representatives shall claim, represent or imply nor permit Buyer's customers, distributors, applicators or contractors to claim, represent or imply that this warranty extends or is available to parties other than Buyer, and Buyer shall cause any party to cease and desist of any such misrepresentation. This condition shall constitute a material term of this warranty and its violation by Buyer shall excuse Seller from its obligations hereunder.

7. TERMINATION AND CONTINUED EFFECTIVENESS

Seller reserves the right to terminate this warranty prior to Seller's acceptance of an order upon the giving of written notice of such termination. In no event shall any action or omission by Buyer be deemed or construed to terminate, waive, revoke or otherwise rescind or modify any election, waiver, exclusion, limitation or disclaimer hereunder including, without limitation, such elections, waivers, exclusions, limitations and disclaimers under Sections 2, 4 and 5 of the Terms and Conditions of this warranty.

8. MERGER

Oral statements made by Seller's representatives and written descriptions of the products appearing elsewhere than on the face hereof are not warranties and shall not be relied upon by Buyer. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modification hereof, to be effective, shall be in writing, shall expressly refer to this warranty and shall be signed by an authorized representative of Seller.

9. JURISDICTION AND VENUE

All agreements related to this Warranty will have been entered into and performed in the State of Georgia. This limited warranty shall be governed by the laws of the State of Georgia, excluding its conflict of laws rules. Buyer submits to the exclusive jurisdiction of, and shall not object to the laying of venue in, the Court of Gwinnett County, Georgia, or the United States District Court for the Northern District of Georgia for any disputes hereunder.

VALIDATION

To be effective: (1) The supplier must fill out the information listed below, (2) The building owner must maintain this warranty for use if a claim is ever files, (3) A copy of this warranty must be provided along with any claim that is filed. (4) Fabral shall have no obligation under this warranty unless Fabral and our Buyer/Supplier have been paid in full for all material, and (5) the material listed on the indicated invoice is, in fact, the material type shown on the title of this warranty

Fabral Invoice Number: _____ Fabral Order Number: _____ Date of Shipment from Fabral: _____

Date of Installation: _____ Supplier's Name: _____ Buyer's Name: _____

Buyer's Signature: _____ Date: _____