

**FABRAL COMMERCIAL-INDUSTRIAL PRODUCTS
LIMITED TWENTY (20) YEAR
ALUMINUM-ZINC ALLOY COATED STEEL WARRANTY**

PERFORMANCE GUARANTEE

FABRAL, a Euramax company, hereinafter referred to as Fabral or Seller, guarantees that within the Continental United States normal outdoor atmospheric conditions will not cause perforation or structural failure of the Commercial-Industrial Roofing and Siding Panels sold to you by FABRAL.

This warranty is limited to panel perforation or structural failure resulting from normal atmospheric exposure. The following are excluded from the definition of normal atmospheric exposure and thereby from this warranty:

1. Areas subject to marine (salt water) atmosphere or to constant spray of either salt or fresh water.
2. Areas subject to heavy fallout of or exposure to corrosive chemicals, animal waste, cement dust, ash, or fumes from chemical plants, foundries, plating works, kilns, fertilizer manufacturing, paper plants, and the like.
3. Areas subject to water run-off from lead or copper flashings or areas in metallic contact with lead or copper.

If an area is originally a normal exposure area, but the environment subsequently changes to one that is not a normal exposure area, this warranty will then be void.

This warranty does not apply:

1. In the event of mechanical or chemical damage during shipment, fabrication, storage on the jobsite, erection or after-erection.
2. If damage has been caused to the aluminum-zinc alloy coating by improper scouring or cleaning procedures.
3. If roof panels or other parts are fabricated or installed in a manner that prevents free drainage or free evaporation of water or free evaporation of dampness from all surfaces.
4. To perforation of panels caused by (a) corrosive fumes or condensate of harmful substances generated or released inside the building, or (b) damp insulation or other materials in contact with or close to the roofing or siding panels.

TERMS AND CONDITIONS

1. Duration of Warranty

The Fabral roofing and siding panels are guaranteed to perform in the manner described above for a period of 20 years from the date such panels are shipped from the Seller's manufacturing facility, provided installation occurs within 2 months from the date of shipment of the panels. In no event shall the guarantee extend beyond 20 years and 2 months from the date of shipment of the panels from the Seller's manufacturing facility. **NO WARRANTY, EXPRESS OR IMPLIED OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** shall apply to roofing having a slope of less than 2.5 degrees.

2. Buyer's Obligations

(a) Buyer shall inspect material received from Seller prior to installation so as to mitigate expense involved in repairing, repainting or replacing defective sheets.

(b) Any claim on account of a defect in the product or for any other cause whatsoever shall be deemed **WAIVED** by Buyer unless written notice thereof is given to Seller within 30 days after discovery of the defect and within the applicable guarantee period. Seller shall be given reasonable opportunity to investigate all claims, and no products shall be returned to Seller without Seller's inspection and approval and receipt by Buyer of written shipping instructions from Seller.

(c) To be effective, Buyer's notice shall include such records as may enable Seller to establish the Fabral order number, Fabral invoice number, date of shipment by Fabral, and the date of installation in the form of siding or roofing panels of the claimed defective sheet. These records must be duly authenticated, be made in the ordinary course of business, and be contemporaneous with the events noted therein. Buyer shall also present such evidence that establishes that any claimed defect was due to a breach of the guarantee stated herein.

(d) If the claim is not found to be the fault of Fabral's material and if deemed appropriate by the Seller, all related site visitation costs incurred by the Seller or the Seller's agent would be the responsibility of the claimant.

3. Exclusive Remedy

(a) If it is determined to Seller's reasonable satisfaction, upon inspection, that a sheet is defective, Seller shall have the right to either repair, repaint or replace the defective sheet utilizing such normal materials, methods and workmanship as are needed to fulfill the original performance guarantee but without extension of the duration thereof. Seller's liability and Buyer's exclusive remedy under this guarantee shall be limited to repair, repainting or replacement as Seller may elect. In fulfillment of its guarantee, Seller shall in no event be liable to incur costs which exceed Seller's price for the defective sheet. Fabral shall have no obligation under this warranty unless Fabral and our Buyer/Supplier have been paid in full for all material

(b) Buyer hereby **WAIVES** all remedies not expressly provided herein including but not limited to, damages for injury to person or property and incidental and consequential damages for loss of use, revenues, or profit.

4. Exclusion of Warranties

The warranty described herein shall be **IN LIEU OF** any other warranty, express or implied, including but not limited to, any implied warranty of **MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**. Seller also **DISCLAIMS** and Buyer **WAIVES** any liability of Seller in tort, strict or otherwise, for damages, direct or consequential, resulting from a defect in design, material, workmanship, or manufacture, whether or not caused by negligence on the part of Seller.

5. Transfers, Assignments, and Representations

This guarantee is extended to Buyer as the original purchaser from Seller 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. Buyer or its agents or representatives shall not claim, represent or imply not permit its customers, distributors, applicators or contractors to claim, represent or imply that this guarantee extends or is available to parties other than Buyer, and to the limit of its legal right to do so Buyer shall cause any party to cease and desist of any such misrepresentation. This condition shall constitute a material term of this guarantee and its violation by Buyer shall excuse Seller from its obligations hereunder.

6. Termination

Seller reserves the right to terminate this guarantee except with respect to orders which it has already accepted upon the giving of written notice thereof.

7. 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.

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