

### PERFORMANCE GUARANTEE

Fabral, an OmniMax Company, Lancaster, PA, hereinafter referred to as "Fabral" or "Seller," guarantees that within the continental United States normal outdoor atmospheric conditions (which term excludes corrosive or aggressive atmospheres including, but not limited to those contaminated with chemical fumes or salt spray) will not cause the exterior side paint on the ENDURACOTE<sup>™</sup> galvanized steel roofing and siding panels sold to you under this guarantee to:

1. Crack, check, or peel for the lifetime of the building for sidewall panels and roofing panels.

**NOTE:** A crack is a break in the coating sufficiently deep that the underlying surface is visible. Checking refers to shallow breaks in the coating which do not expose the underlying surface. Peeling occurs when the coating actually comes off the metal in pieces. Slight crazing or cracking may occur on roll formed edges or break bends at the time of forming and should be considered as standard and shall not constitute a basis for complaint under this warranty. However, the film will not lose adhesion to the substrate when cellophane tape applied at the bend is removed.

2. Chalk in excess of a numerical rating of eight (8) for vertical siding panels or a numerical rating of six (6) for roofing and non-vertical siding panels for a period of thirty (30) years when measured in accordance with the standard procedure specified in ASTM D-4214 (latest).

**NOTE:** Chalk refers to the formation of loose, removable powder evolved from the coating itself upon breakdown of its resin or binder. The test merely utilizes dark or light colored felt rubbed against the surface to pick up a measurable amount of the chalk which is then compared to a standard. On a scale of 10 (best) to 0 (worst), a rating of eight is considered a moderate amount of chalk, while a rating of two would represent extreme chalk.

3. Fade or change in color in excess of five (5) units of color difference (Hunter  $\Delta E$  units) for vertical siding panels or in excess of seven (7) units of color difference (Hunter  $\Delta E$  units) for roofing and non-vertical siding panels for a period of thirty (30) years when measured in accordance with the standard procedure specified in ASTM D-2244 (latest) paragraph 4.3, on a washed test area.

**NOTE:** Most coated surfaces, when exposed to the sun, will fade to some degree over a period of time. Five Hunter  $\Delta E$  units is a noticeable, but not usually objectionable, degree of color change. Colors may also darken or change hue rather than fade, particularly on exposure in polluted environments. The Hunter  $\Delta E$  units are intended to apply to color change in either direction in comparison with the original or unexposed color. It is understood that fading or color change may not be in uniform if the surfaces are not equally exposed to the sun and elements.

For purposes of determining whether an exposed coated panel meets the standards set forth in above paragraph, 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.

4. Exhibit accumulations of red rust caused by acid rain on non-vertical installations of Enduracote<sup>™</sup> painted panels for a period of ten (10) years quantities that result in discoloration clearly visible in casual observation, except that this provision shall not apply to any accumulation of red rust which occurs within one-half inch of any portion of the coated surface which is cut or penetrated at any time after application of the pretreatment and paint system to the substrate.

### TERMS AND CONDITIONS

#### 1. DURATION OF WARRANTY

The paint coating of Fabral roofing and siding panels is guaranteed to perform in the manner described above for the lifetime of the structure for crack, check, or peel, or 30 years for chalk and fade, or 10 years for red rust, from the date such panels are installed by Buyer, provided installation occurs within six months from the date of application of coating by Seller's coating facility. In no event shall the guarantee extend beyond 30 years and 6 months for chalk and fade, or 10 years and 6 months for red rust, from the date of application of coating by Seller's coating facility.

#### 2. CONSTRUCTION CONDITIONS

NO EXPRESS WARRANTY AND NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE shall apply:

(a) to roofing having a pitch of less than 2 ½:12 for Grandrib 3<sup>®</sup>, Prime Rib, or Strongclad panels.

(b) to roofing or siding panels applied without protection over lumber which has been treated with preservatives or fire resistant salts, regardless whether such treatments are occasioned knowingly or without the knowledge of the buyer, the owner, or any other party.

This exclusion includes, but is not limited to, lumber which has been treated with ACQ (Alkaline Copper Quaternary), CA (Copper Azole), CBA (Copper Boron Azole), pentachlorophenol, CCA (Chromated Copper Arsenate) salts, creosote, fluor chrome arsenate phenol, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in this exclusion shall be defined as any barrier which prevents the transfer of moisture and salts between the treated lumber and Fabral's roofing and siding material including 4 mil polyethylene, York Wrap or equivalent durable vapor barrier or solid (non-porous) insulation. No other protective barrier shall be acceptable under this provision without the express written approval of Fabral.

(c) failure to properly insulate the products between any dissimilar metals, contact with the ground, animal wastes, decaying materials or wet absorptive materials.

(d) abnormally corrosive atmospheric conditions. This exclusion includes, but is not limited to, contamination from external sources such as manufactured chemicals and salt spray defined as within 1,500 feet of a salt water environment, sustained exposure with animals or animal waste, and internal contamination created by improper ventilation (design or operational defects) or improper housekeeping, as defined by current Midwest Plan Service publications.

**3. 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 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) To be effective, the panels, including the underside of overhangs, must be cleaned on a regular basis not to exceed an annual cleaning. Vegetation must be kept cleared away from contacting the panels. Product must not be cleaned with an abrasive or chemical cleaner. Dirt or gravel must be kept away from the panels. Anything that would cause prolonged contact with moisture must be cleared away from the panels.

**4. 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, repair 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.

(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.

**5. EXCLUSION OF WARRANTIES**

(A) THE WARRANTY DESCRIBED HEREIN SHALL BE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING 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 OR CONSEQUENTIAL, RESULTING FROM A DEFECT IN DESIGN, MATERIAL, WORKMANSHIP, OR MANUFACTURE, WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE.

(B) THIS WARRANTY SHALL NOT APPLY IN THE EVENT OF THE OCCURRENCE OF ANY OF THE FOLLOWING CONDITIONS, REGARDLESS WHETHER SUCH CONDITIONS ARE OCCASIONED BY THE NEGLIGENCE OF THE BUYER OR ANY OTHER PARTY: (1) DAMAGE INCURRED IN THE HANDLING OR SHIPMENT OF THE PRODUCT; (2) DAMAGE INCURRED AS A RESULT OF IMPROPER STORAGE PRIOR TO INSTALLATION THAT ALLOWS FOR POOR CIRCULATION; (3) DAMAGE RESULTING FROM PROLONGED MOISTURE CONTACT OR CONTACT WITH CORROSIVES AND/OR SIMILAR MATERIALS; (4) DAMAGE RESULTING FROM EDGE CORROSION OR FAILURE OF THE METAL SUBSTRATE; (5) ACTS OF GOD, FALLING OBJECTS, EXPLOSIONS, FIRE OR OTHER SIMILAR OR DISSIMILAR OCCURRENCES BEYOND FABRAL'S CONTROL; (6) ANY PRODUCT THAT HAS BEEN ABUSED.

(C) THE WARRANTY DESCRIBED HEREIN IS LIMITED TO THE PANEL'S STANDARD EXTERIOR SIDE FINISH.

**6. 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 nor 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.

**7. 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.

**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.

**VALIDATION**

To be effective: (1) The supplier must fill out the information listed below, (2) The building owner should maintain this warranty for use if a claim is ever filed, (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: \_\_\_\_\_ Supplier's Signature: \_\_\_\_\_