

KYNAR500® PVDF RESIN
COASTAL ALUMINUM
25 YEAR WARRANTY
 2 5 Y E A R W A R R A N T Y

PREMIER METAL ROOF MANUFACTURING, LLC (PREMIER) IS PLEASED TO OFFER THE FOLLOWING LIMITED TWENTY-FIVE (25) YEAR LIMITED WARRANTY TO THE PERSON(S) OWNING THE BUILDING(S) AT THE TIME OF INSTALLATION OF PRODUCT (CUSTOMER) CONCERNING SALES OF KYNAR500® OR HYLAR5000® COATED ALUMINUM ROOFING AND SIDING PANELS (PRODUCT) INSTALLED IN THE CONTINENTAL UNITED STATES.

SECTION A: WHAT IS COVERED BY THIS LIMITED WARRANTY?

PREMIER WARRANTS THE PERFORMANCE OF PRODUCT AS FOLLOWS:

- 1. FILM INTEGRITY:** WITHIN 25 YEARS FROM THE DATE OF INSTALLATION, PRODUCT WILL NOT EXHIBIT CRACKING, FLAKING OR PEELING (LOSS OF ADHESION) TO AN EXTENT THAT IS APPARENT ON ORDINARY OUTDOOR VISUAL OBSERVATION. MINUTE FRACTURING, WHICH MAY OCCUR IN PROPER FABRICATION OF THE BUILDING PARTS, IS NOT A COVERED WARRANTY CONDITION.
- 2. CHALK/FADE:** WITHIN 25 YEARS FROM THE DATE OF INSTALLATION OF THE PANELS, PRODUCT WILL NOT:
 - A.** CHALK IN EXCESS OF ASTM D-4214 METHOD A NUMBER EIGHT (8) RATING WHEN PROPERLY MAINTAINED AS DESCRIBED HEREIN, AND
 - B.** CHANGE COLOR MORE THAN FIVE (5.0) HUNTER DELTA-E UNITS AS DETERMINED BY ASTM METHOD D-2244. COLOR CHANGE SHALL 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 PAINTED SURFACE. COLOR CHANGES MAY NOT BE UNIFORM AND NON-UNIFORM COLOR CHANGE IS NOT A COVERED WARRANTY CONDITION.
- 3. CORROSION:** WITHIN 20 YEARS FROM THE DATE OF INSTALLATION, PRODUCT WILL NOT AS A RESULT OF CORROSION: RUPTURE, FAIL STRUCTURALLY, OR PERFORATE.

SECTION B: WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

THIS WARRANTY DOES NOT APPLY TO PRODUCT EXPOSED AT ANY TIME TO CORROSIVE, AGGRESSIVE, HARMFUL OR OTHER ABNORMAL ATMOSPHERIC CONDITIONS, INCLUDING BUT NOT LIMITED TO:

- 1.** AREAS SUBJECT TO FALLOUT EXPOSURE TO CORROSIVE CHEMICALS, ASH, FUMES, CEMENT DUST, ANIMAL WASTE, OR ITS DECOMPOSITION BY-PRODUCTS, FALLOUT FROM COPPER, LEAD, NICKEL OR SILVER MINING OR REFINING OPERATIONS AND CARBON BLACK;
- 2.** CONDITIONS/CIRCUMSTANCES WHERE CORROSIVE FUMES OR CONDENSATION ARE GENERATED OR RELEASED INSIDE THE BUILDING;

OTHER EXCLUDED SITUATIONS:

- A.** MECHANICAL, CHEMICAL OR OTHER DAMAGE SUSTAINED DURING SHIPMENT, STORAGE, FORMING, FABRICATION, DURING OR AFTER ERECTION; ANY DAMAGE CAUSED DURING FABRICATION AND/OR TRANSPORTATION MUST BE REPORTED TO PREMIER PRIOR TO INSTALLATION, AND PREMIER GRANTED REASONABLE OPPORTUNITY TO REPLACE DAMAGED PRODUCT
- B.** FAILURE TO PROVIDE FREE DRAINAGE OF WATER, INCLUDING INTERNAL CONDENSATION, FROM OVERLAPS ON ALL OTHER SURFACES OF PRODUCT;
- C.** FAILURE TO REMOVE DEBRIS FROM OVERLAPS AND ALL OTHER SURFACES OF PRODUCT;
- D.** DAMAGE CAUSED TO THE METALLIC COATING BY IMPROPER SCOURING OR CLEANING PROCEDURES;
- E.** DETERIORATION OF THE PANELS CAUSED BY CONTACT WITH GREEN OR WET LUMBER OR WET STORAGE STAIN CAUSED BY WATER DAMAGE OR CONDENSATION;
- F.** THE PRESENCE OF DAMP INSULATION OR OTHER CORROSIVE MATERIALS IN CONTACT WITH OR CLOSE PROXIMITY TO THE PANEL.
- G.** DETERIORATION TO THE PANELS CAUSED DIRECTLY OR INDIRECTLY BY PANEL CONTACT WITH FASTENERS. SELECTION OF SUITABLE LONG-LASTING FASTENERS TO BE USED WITH ALUMINUM ROOFING AND SIDING PANELS RESTS SOLELY WITH THE CUSTOMER;
- H.** BENDS LESS THAN 2T FOR SHEET THICKNESS .030" AND THINNER AND LESS THAN 4T FOR SHEET THICKNESS .031" AND THICKER;
- I.** SLOPES OF ROOF OR SECTIONS OF THE ROOF FLATTER THAN 1/4:12;
- J.** PRODUCT WHICH HAS BEEN INSTALLED BEYOND THE WATER'S EDGE.
- K.** FIRE OR OTHER CASUALTY OR PHYSICAL DAMAGE.

- L.** THIS WARRANTY APPLIES ONLY TO PAINTED ALUMINUM. NO WARRANTY IS OFFERED FOR BARE OR MILL FINISH ALUMINUM.
- M.** DAMAGE FROM WIND, DELIBERATE DAMAGE, IMPROPER HANDLING BY ERECTORS, OR DAMAGE FROM ABRASIVE OR CHEMICAL CLEANERS.
- N.** FAILURE TO INSTALL OR HANDLE PRODUCT IN ACCORDANCE WITH APPLICABLE BUILDING CODES, PRODUCT APPROVALS, AND THE MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS AS OUTLINED IN THE THEN-CURRENT PUBLISHED TECHNICAL DATA SHEETS AND/OR INSTALLATION GUIDES.
- O.** INSTALLATION IN 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.
- P.** CORROSION CAUSED BY INSTALLATION OF DISSIMILAR METALS ON THE SAME ROOF.
- Q.** WHERE MATERIALS OR ITEMS ARE ATTACHED OR ADHERED TO THE PRODUCT (INCLUDING BUT NOT LIMITED TO SNOW GUARDS AND SOLAR PANELS).

SECTION C: WHAT MUST CUSTOMER DO TO KEEP THIS LIMITED WARRANTY COVERAGE?

- 1.** CUSTOMER SHALL PERFORM AN ANNUAL "SWEET WATER" / FRESH TAP WATER RINSE TO AVOID SALT RESIDUE ACCUMULATION IN ACCORDANCE WITH AAMA 610.1.1979. THE PRODUCT MUST NOT BE CLEANED WITH ABRASIVE OR CHEMICAL CLEANERS. THE BUILDING OWNER SHALL MAINTAIN RECORDS OF THE MAINTENANCE.
- 2.** CUSTOMER SHALL EXERCISE DILIGENCE IN INSPECTION OF PRODUCT RECEIVED FROM PREMIER SO AS TO MITIGATE REPAIR OR REPLACEMENT. NO WARRANTY SHALL APPLY TO PANELS THAT ARE INSTALLED DESPITE CONTAINING DEFECTS DISCERNIBLE BY REASONABLE INSPECTION
- 3.** CLAIMS SHALL BE REPORTED BY CUSTOMER WITHIN 30 DAYS OF DISCOVERY TO PREMIER, AND SHALL BE REPORTED IN WRITING. PREMIER SHALL BE GIVEN REASONABLE OPPORTUNITY TO INSPECT THE PRODUCT CLAIMED TO BE DEFECTIVE. CUSTOMER MUST DEMONSTRATE THAT THE DEFECTIVE MATERIALS WERE SOLD BY PREMIER BY MEANS OF PROPER IDENTIFICATION OF THE MATERIAL INVOLVED, TO INCLUDE DATE OF SHIPMENT BY PREMIER, DATE OF INSTALLATION, AND PREMIER INVOICE NUMBER.

SECTION D: EXCLUSIVE REMEDIES

CUSTOMER'S EXCLUSIVE REMEDY AND PREMIER'S SOLE LIABILITY FOR NON-CONFORMING PRODUCT SHALL BE LIMITED TO: FOR WARRANTY CONDITIONS 1 (FILM INTEGRITY) AND 2 (CHALK/FADE): PREMIER WILL PAY FOR LABOR AND MATERIAL REASONABLY NECESSARY TO REPAINT, REPAIR OR REPLACE, AT PREMIER'S SOLE OPTION, THE NON-CONFORMING PRODUCT.

FOR WARRANTY CONDITION 3 (CORROSION): PREMIER WILL FURNISH TO CUSTOMER, FOB CUSTOMER'S JOB SITE, SUFFICIENT PRODUCT TO ENABLE CUSTOMER TO REPLACE THE DEFECTIVE PANELS, OR REIMBURSE CUSTOMER FOR ORIGINAL COST OF THE DEFECTIVE PRODUCT, AT PREMIER'S SOLE OPTION.

FOR ALL WARRANTY CONDITIONS, PREMIER'S LIABILITY SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE AFFECTED METAL PANELS (NOT INCLUDING ANY ACCESSORIES OR ATTACHMENTS) OR THE REMEDY PROVIDED IN ANY OTHER WARRANTY PROVIDED TO THE BUILDING OWNER, WHICHEVER IS LESS, EVEN IF THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. THIS WARRANTY WILL CONTINUE TO APPLY TO ANY PRODUCT THAT WAS REPAINTED, REPAIRED OR REPLACED DUE TO A WARRANTY CONDITION, BUT ONLY FOR THE UNEXPIRED PORTION OF THE WARRANTY PERIOD APPLICABLE TO THE ORIGINAL PART.

SECTION E: LIMITATION OF LIABILITY

THE LIABILITY OF PREMIER SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY SHEET TO CONFORM TO THE PROVISIONS OF THIS LIMITED WARRANTY. PREMIER SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PANEL OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE TO ANYONE BY REASON OF THE FACT THAT SUCH PANELS SHALL HAVE BEEN DEFECTIVE.



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THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDED BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES, ARE MADE, AND ANY SUCH OTHER WARRANTIES EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. CUSTOMER WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST THE SELLER, AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF PREMIER. PREMIER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. PREMIER HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY.

SECTION F: OTHER TERMS

NO TERMS OR CONDITIONS, OTHER THAN THOSE STATED HEREIN, AND NO AGREEMENT OR UNDERSTANDING, ORAL OR WRITTEN, AND NO COURSE OF CONDUCT OR PERFORMANCE, IN ANY WAY PURPORTING TO MODIFY THIS LIMITED WARRANTY OR TO WAIVE PREMIER'S RIGHTS HEREUNDER, SHALL BE BINDING ON UNLESS THE SAME BE CLEARLY SET FORTH IN A WRITING THAT EXPRESSLY REFERS TO THIS LIMITED WARRANTY AND EXPRESSLY REFERS TO HAVING SUCH EFFECT UPON THIS LIMITED WARRANTY, AND IS SIGNED BY THE AUTHORIZED REPRESENTATIVE OF PREMIER.

THIS LIMITED WARRANTY IS EXTENDED TO CUSTOMER AS THE ORIGINAL PURCHASER FROM PREMIER AND IS NON-TRANSFERABLE AND NON-ASSIGNABLE, AND MAY NOT BE ENLARGED IN ITS SCOPE BY ANY REPRESENTATIVE, SALESPERSON, AGENT OR OTHER EMPLOYEE PREMIER. NO RIGHTS AGAINST PREMIER SHALL BE CREATED BY ANY PURPORTED TRANSFER OR ASSIGNMENT. THIS PROVISION IS A MATERIAL TERM OF THIS WARRANTY AND ITS VIOLATION OR BREACH BY CUSTOMER OR ANY OF CUSTOMER'S AGENTS OR REPRESENTATIVES SHALL VOID AND CANCEL THIS WARRANTY FOR ALL PURPOSES.

CUSTOMER ACKNOWLEDGES THAT PREMIER IS NOT THE MANUFACTURER OF EITHER THE METAL OR THE COATING WARRANTED HEREIN AND AGREES THAT ALL ISSUES ARISING FROM OR RELATED TO THE EXCEPTIONS SET FORTH HEREIN SHALL BE DETERMINED FINALLY AND CONCLUSIVELY AS TO THE CUSTOMER, BY THE ORIGINAL MANUFACTURER.

NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY TO THE CONTRARY, WITH RESPECT TO PRODUCT, IN NO EVENT SHALL THE WARRANTY OBLIGATIONS OF PREMIER TO CUSTOMER EXCEED THE LIMITED WARRANTY OBLIGATIONS OF PREMIER'S SUPPLIER OF PRODUCT (SUPPLIER) EXTENDED TO PREMIER (A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST), AND, IN THE EVENT SUPPLIER IS NOT IN LEGAL EXISTENCE AT THE TIME OF A CUSTOMER WARRANTY CLAIM HEREUNDER, OR OTHERWISE FAILS (FOR ANY REASON) TO MAKE GOOD ON ITS LIMITED WARRANTY OBLIGATIONS EXTENDED TO PREMIER WITH RESPECT TO SUCH WARRANTY CLAIM, PREMIER SHALL HAVE NO WARRANTY OBLIGATIONS TO CUSTOMER UNDER THIS LIMITED WARRANTY WITH RESPECT TO SUCH WARRANTY CLAIM. THE SUBSTANTIVE LAW OF THE STATE OF FLORIDA SHALL EXCLUSIVELY GOVERN THE RIGHTS AND DUTIES OF THE PARTIES UNDER THIS AGREEMENT. ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS LIMITED WARRANTY ARE TO BE SETTLED BY BINDING ARBITRATION IN HILLSBOROUGH COUNTY, FLORIDA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO PREMIER AND CUSTOMER.

PURCHASER (INDIVIDUAL NAME OR BUSINESS NAME)

BUILDING OWNER (IF DIFFERENT FROM PURCHASER)

PURCHASER'S ADDRESS:

ADDRESS OF BUILDING PRODUCT IS INSTALLED ON:

PURCHASER'S PHONE NUMBER: () -

PREMIER'S INVOICE NUMBERS FOR JOB: _____

OWNER PHONE NUMBER: () -