

STANDARD PAINT SELECTION
SMP LIMITED
50 YEAR WARRANTY
 50 YEAR LIMITED WARRANTY

PREMIER METAL ROOF MANUFACTURING, LLC (PREMIER) IS PLEASED TO OFFER THIS FIFTY (50) YEAR LIMITED WARRANTY TO THE HEREIN IDENTIFIED CUSTOMER (CUSTOMER) CONCERNING SALES OF WEATHERXL® SILICONIZED POLYESTER (COATING) COATED AZ50 STEEL ROOFING AND SIDING PANELS (PRODUCT) INSTALLED IN THE CONTINENTAL UNITED STATES.

SECTION A: WHAT IS COVERED BY THIS LIMITED WARRANTY?

THIS WARRANTY APPLIES IF ANY OF THE FOLLOWING WARRANTY CONDITIONS OCCURS:

- 1.** WITHIN 50 YEARS FROM THE DATE OF APPLICATION OF THE PAINT, PRODUCT EXHIBITS 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.** WITHIN 30 YEARS FROM THE DATE OF INSTALLATION OF THE PANELS, PRODUCT:
 - A.** CHALKS IN EXCESS OF ASTM D-4214 METHOD A NUMBER SIX (6) RATING ON HORIZONTALLY INSTALLED (ROOFING) PANELS AND A NUMBER EIGHT (8) RATING ON VERTICALLY INSTALLED (SIDEWALL) PANELS, WHEN PROPERLY MAINTAINED AS DESCRIBED HEREIN, AND
 - B.** CHANGES COLOR MORE THAN SEVEN (7.0) HUNTER DELTA-E UNITS ON HORIZONTALLY INSTALLED (ROOFING) PANELS AND FIVE (5.0) HUNTER DELTA-E UNITS ON VERTICALLY INSTALLED (SIDEWALL) PANELS 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 ON SURFACES THAT ARE NOT EQUALLY EXPOSED TO THE SUN AND ELEMENTS AND PREMIER DOES NOT WARRANT THAT COLOR CHANGES WILL BE UNIFORM.
- 3.** FOR TWENTY-FIVE (20) YEARS FROM THE DATE OF SHIPMENT OF PRODUCT FROM PREMIER TO CUSTOMER, PRODUCT WILL NOT AS A RESULT OF CORROSION: RUPTURE, FAIL STRUCTURALLY OR PERFORATE WHEN INSTALLED AT LEAST 1500FT FROM SALT OR BRACKISH WATER.

SECTION B: WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

- 1.** PREMIER IS NOT RESPONSIBLE FOR AND PROVIDES NO WARRANTY FOR DAMAGE OR CONDITIONS RESULTING FROM CIRCUMSTANCES BEYOND PREMIER'S CONTROL, TO INCLUDE, WITHOUT LIMITATION:
 - A.** INSTALLATION SUBJECT TO SEA SPRAY, WITHIN 1500 FT. OF SALT OR BRACKISH WATER, OR SUBJECT TO CONSTANT SPRAYING OF WATER.
 - B.** INTERMITTENT OR CONTINUAL SUBMERSION IN WATER OR ANY OTHER LIQUID OR SOLID MATERIAL.
 - C.** PRODUCT INSTALLED IN AREAS SUBJECT TO FALLOUT OF OR EXPOSURE TO UNUSUAL FUMES OR FOREIGN SUBSTANCES IN THE ATMOSPHERE OR STANDING WATER. TO INCLUDE, WITHOUT LIMITATION, CORROSIVE CHEMICALS, ASH, FUMES, CEMENT DUST, ANIMALS, ANIMAL WASTE OR ITS DECOMPOSITION BY-PRODUCTS, COPPER, LEAD, NICKEL, SILVER, FALLOUT FROM MINING OR REFINING OPERATIONS AND CARBON BLACK.
 - D.** CONDITIONS AND CIRCUMSTANCES WHERE CORROSIVE FUMES OR CONDENSATION ARE GENERATED OR RELEASED INSIDE THE BUILDING.
 - E.** INSTALLATION IN AREAS SUBJECT TO WATER RUN-OFF FROM LEAD/COPPER FLASHING/PIPING OR AREAS IN CONTACT WITH LEAD/COPPER OR LUMBER CONTAINING SAME.
 - F.** THE PRESENCE OF GREEN OR WET LUMBER, DAMP INSULATION OR OTHER CORROSIVE MATERIALS IN CONTACT WITH OR IN CLOSE PROXIMITY TO PRODUCT.
 - G.** PRODUCT WHICH IS STORED OR INSTALLED IN A WAY THAT ALLOWS FOR POOR AIR CIRCULATION.
 - H.** 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.
 - I.** WHERE MATERIALS/ITEMS ARE ATTACHED/ADHERED TO PRODUCT (E.G. SNOW GUARDS OR SOLAR PANELS).
 - J.** FAILURE TO REMOVE DEBRIS FROM OVERLAPS AND ALL OTHER SURFACES OF PRODUCT.
 - K.** MECHANICAL, CHEMICAL OR OTHER DAMAGE SUSTAINED DURING SHIPMENT, STORAGE, FORMING, AND FABRICATION, DURING OR AFTER ERECTION.

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L. FAILURE TO PROVIDE FREE DRAINAGE OF WATER, INCLUDING INTERNAL CONDENSATION, FROM OVERLAPS AND ALL OTHER SURFACES OF THE SHEETS OR PANELS.

M. DETERIORATION OF PRODUCT CAUSED DIRECTLY OR INDIRECTLY BY CONTACT WITH FASTENERS. SELECTION OF SUITABLE LONG-LASTING FASTENERS TO BE USED WITH PRODUCT RESTS SOLELY WITH CUSTOMER.

N. SLOPES OF ROOF OR SECTIONS OF THE ROOF FLATTER THAN 1/4:12.

O. BENDS LESS THAN 2T FOR SHEET THICKNESS 0.030" AND THINNER AND LESS THAN 4T FOR SHEET THICKNESS 0.031" AND THICKER, OR FORMING WHICH INCORPORATES SEVERE REVERSE BENDING OR WHICH SUBJECTS COATING TO ALTERNATE COMPRESSION AND TENSION.

P. CUT EDGE CORROSION.

Q. FIRE, OTHER CASUALTY OR PHYSICAL DAMAGE, DAMAGE FROM WIND, DELIBERATE DAMAGE, IMPROPER HANDLING BY ERECTORS, OR DAMAGE FROM CLEANERS

R. MISHANDLED PRODUCT, E.G., ANY PRODUCT WHICH HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED OR STORED CONTRARY TO PREMIER'S INSTRUCTIONS.

S. EMBOSsing THAT FRACTURES OR SEVERELY STRETCHES THE FILM (I.E. FILM IS DIMINISHED AT THE POINT OF EMBOSsing BY GREATER THAN 0.20 MILS).

2. THIS WARRANTY DOES NOT COVER DAMAGE OR DETERIORATION WHICH OCCURS PRIOR TO INSTALLATION, INCLUDING, WITHOUT LIMITATION, DAMAGE OCCURRING DURING SHIPMENT OF THE PRODUCT TO THE JOBSITE OR DURING STORAGE AT THE JOBSITE. ALL SUCH DAMAGE MUST BE REPORTED TO PREMIER PRIOR TO INSTALLATION.

3. PREMIER DOES NOT WARRANT THAT COATING WILL WEATHER UNIFORMLY. COATING MAY FADE OR CHALK NON-UNIFORMLY UNDER NORMAL CONDITIONS, AND UNEVEN WEATHERING, FADING, OR CHALKING IS NOT COVERED BY THIS WARRANTY.

4. IN THE CASE WHERE METAL COIL OR FLAT SHEETS ARE SUPPLIED BY PREMIER AND THE FINISHED PRODUCT IS ROLL FORMED OR OTHERWISE FABRICATED BY ANOTHER ENTITY, PREMIER SHALL HAVE NO LIABILITY FOR DAMAGE WHICH PREMIER ATTRIBUTES TO THE FABRICATION PROCESS BY ANOTHER ENTITY.

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

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 DISCERNABLE BY REASONABLE INSPECTION. CLAIMS MUST BE REPORTED WITHIN 30 DAYS OF DISCOVERY TO PREMIER, AND SHALL BE REPORTED IN WRITING. PREMIER SHALL BE GIVEN A REASONABLE OPPORTUNITY TO INSPECT THE PRODUCT CLAIMED TO BE DEFECTIVE. CUSTOMER MUST PROVE THAT THE DEFECTIVE MATERIALS WERE SOLD BY PREMIER BY MEANS OF PROPER IDENTIFICATION OF THE MATERIAL INVOLVED IN THE CLAIM, INCLUDING DATE OF SHIPMENT BY PREMIER, DATE OF INSTALLATION AND PREMIER INVOICE NUMBER.

SECTION D: EXCLUSIVE REMEDY CUSTOMER'S EXCLUSIVE REMEDY AND PREMIER'S SOLE LIABILITY FOR NONCONFORMING PRODUCT SHALL BE LIMITED TO: FOR WARRANTY CONDITIONS 1. AND 2.: IF FAILURE OCCURS DURING THE FIRST FORTY (40) YEARS FROM TIME OF PURCHASE, PREMIER WILL PAY FOR LABOR AND MATERIAL REASONABLY NECESSARY TO REPAINT, REPAIR OR REPLACE, AT PREMIER'S SOLE OPTION, THE NONCONFORMING PRODUCT. IF FAILURE OCCURS AFTER FORTY (40) YEARS FROM TIME OF PURCHASE, PREMIER WILL PAY FOR LABOR AND MATERIAL REASONABLY NECESSARY TO REPAINT, REPAIR OR REPLACE, AT PREMIER'S SOLE OPTION, THE NONCONFORMING PRODUCT, OR REIMBURSE CUSTOMER FOR ORIGINAL COST OF THE DEFECTIVE PRODUCT, AT PREMIER'S SOLE OPTION.

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FOR WARRANTY CONDITION 3: 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. ALL WARRANTY WORK WILL BE PERFORMED BY PREMIER OR ANY COMPANY, DEALER, CONTRACTOR, APPLICATOR OR DISTRIBUTOR SELECTED BY PREMIER. SINCE THERE MAY BE A COLOR VARIANCE BETWEEN THE REPLACEMENT OR REPAINTED PRODUCT AND THE ORIGINALLY INSTALLED PRODUCT DUE TO NORMAL WEATHERING (I.E. EXPOSURE TO SUNLIGHT AND EXTREMES OF TEMPERATURE AND WEATHER) OF THE ORIGINALLY INSTALLED PRODUCT, THIS CONDITION SHALL NOT BE INDICATIVE OF A DEFECT.

SECTION E: EXCLUSION OF OTHER WARRANTIES THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES ARE MADE, AND ANY SUCH OTHER WARRANTIES ARE 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: LIMITATION OF LIABILITY THE LIABILITY OF THE SELLER SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY PRODUCT 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.

SECTION G: 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 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-TRANSFERRABLE AND NO ASSIGNABLE, AND MAY NOT BE ENLARGED IN ITS SCOPE BY ANY REPRESENTATIVE, SALES PERSON, AGENT OR OTHER EMPLOYEE OF 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.

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. 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.

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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 ALACHUA COUNTY, FLORIDA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO PREMIER AND CUSTOMER. 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 RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE UN CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS; RATHER, THESE RIGHTS AND OBLIGATIONS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, USA. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL BE DETERMINED BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE NUMBER OF ARBITRATORS SHALL BE THREE. THE PLACE OF ARBITRATION SHALL BE THE COUNTY OF HILLSBOROUGH, FLORIDA USA. THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH.

PURCHASER (INDIVIDUAL NAME OR BUSINESS NAME)

PURCHASER'S ADDRESS:

PURCHASER'S PHONE NUMBER: () -

PREMIER'S INVOICE NUMBERS FOR JOB: _____

BUILDING OWNER (IF DIFFERENT FROM PURCHASER)

ADDRESS OF BUILDING PRODUCT IS INSTALLED ON:

OWNER PHONE NUMBER: () -
