

UNPAINTED
MILL FINISH LIMITED
45 YEAR WARRANTY
LIMITED 45 YEAR WARRANTY

PREMIER METAL ROOF MANUFACTURING, LLC (PREMIER) IS PLEASED TO OFFER THIS LIMITED 45-YEAR WARRANTY TO THE HEREIN IDENTIFIED CUSTOMER (CUSTOMER) CONCERNING SALES OF UNPAINTED 55% ALUMINUM ZINC-COATED ROOFING AND SIDING PANELS (PRODUCT) INSTALLED IN THE CONTINENTAL UNITED STATES.

PREMIER GUARANTEES THAT ROOFING AND SIDING PANELS MADE FROM HOT DIPPED ALUMINUM ZINC ALLOY COATED GALVALUME® SHEET STEEL, IF ERECTED WITHIN THE CONTINENTAL UNITED STATES (WHICH INCLUDES ALASKA AND CANADA), WILL NOT RUPTURE, FAIL STRUCTURALLY, OR PERFORATE WITHIN A PERIOD OF FORTY-FIVE (45) YEARS AND SIX (6) MONTHS AFTER SHIPMENT FROM OUR MANUFACTURING BRANCH DUE TO EXPOSURE TO NORMAL ATMOSPHERIC CORROSION.

SECTION A: WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

THIS WARRANTY DOES NOT APPLY TO SHEETS EXPOSED AT ANY TIME TO CORROSIVE, AGGRESSIVE, HARMFUL, OR OTHER ABNORMAL WEATHER OR ATMOSPHERIC CONDITIONS INCLUDING BUT NOT LIMITED TO THE CONDITIONS PRESENT IN THE FOLLOWING AREAS OR CIRCUMSTANCES:

- A.** AREAS WITHIN 1500 FEET OF SALT WATER, MARINE ATMOSPHERES, OR SALT SPRAY.
- B.** AREAS SUBJECT TO FALLOUT OF, OR EXPOSURE TO CORROSIVE CHEMICALS, ASH, FUMES, DUST (INCLUDING CEMENT DUST), VAPORS, ANIMAL WASTE AND CONFINEMENT OR OTHER SIMILAR ITEMS.
- C.** AREAS SUBJECT TO WATER RUNOFF FROM LEAD OR COPPER FLASHINGS OR PIPING OR AREAS IN METALLIC CONTACT WITH LEAD, COPPER OR GRAPHITE.
- D.** AREAS SUBJECT TO FOREIGN SUBSTANCES, SUCH AS SAND OR DIRT PARTICLES OR OTHER ABRASIVE PARTICLES OR OTHER ABRASIVE PARTICLES OR SUBSTANCES.
- E.** CIRCUMSTANCES WHERE CORROSIVE FUMES OR CONDENSATES ARE GENERATED OR RELEASED INSIDE THE BUILDING.
- F.** CIRCUMSTANCES WHERE, DUE TO ROOF OR SIDEWALL PITCH, THERE IS IMPROPER DRAINAGE OR HOLDING OF WATER.

OTHER EXCLUDED SITUATIONS: THIS WARRANTY DOES NOT APPLY IN THE EVENT OF:

- A.** BENDS LESS THAN 2T FOR SHEET THICKNESS 0.030" AND THINNER AND LESS THAN 4T FOR SHEET THICKNESS 0.031" AND THICKER.
- B.** SLOPES OF THE ROOF OR SECTIONS OF THE ROOF FLATTER THAN 1/4:12.
- C.** MECHANICAL, CHEMICAL OR OTHER DAMAGE SUSTAINED DURING SHIPMENT, STORAGE, OR FORMING FABRICATION, OR DURING OR AFTER ERECTION, INCLUDING WITHOUT LIMITATION DAMAGE CAUSED BY FALLING OBJECTS, ACTS OF GOD, FIRE, RIOTS, EXPLOSIONS, ACTS OF WAR, OR OTHER EXTERNAL FORCES.
- D.** FORMING WHICH INCORPORATES STRETCHING OR SEVERE REVERSE BENDING OR WHICH SUBJECTS COATING TO ALTERNATE COMPRESSION AND TENSION.
- E.** IMPROPER FABRICATION, EMBOSING, CUT EDGE EXPOSURE OR MECHANICAL PERFORATION.
- F.** FAILURE TO PROVIDE FREE DRAINAGE OF WATER, INCLUDING INTERNAL CONDENSATION, FROM OVERLAPS AND ALL OTHER SURFACES OF THE SHEETS AND PANELS.
- G.** FAILURE TO REMOVE DEBRIS FROM OVERLAPS AND ALL OTHER SURFACES OF THE SHEETS AND PANELS.
- H.** DETERIORATION OF THE PANELS CAUSED BY CONTACT WITH GREEN OR WET LUMBER OR WET STORAGE STAIN CAUSED BY WATER DAMAGE OR CONDENSATION.
- I.** PRESENCE OF DAMP INSULATION OR OTHER CORROSIVE MATERIALS IN CONTACT WITH OR CLOSE PROXIMITY TO THE PANEL.
- J.** DETERIORATION OF THE PANELS CAUSED DIRECTLY OR INDIRECTLY BY PANEL CONTACT WITH FASTENERS. THE RESPONSIBILITY FOR THE SELECTION OF SUITABLE, LONG-LASTING FASTENERS, TO BE USED WITH THE PANELS, RESTS SOLELY WITH THE BUYER OR BUILDING OWNER.

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SECTION B: THIS WARRANTY SHALL BE SUBJECT TO THE STIPULATIONS, LIMITATIONS, AND CONDITIONS HEREINAFTER SET FORTH:

1. CUSTOMER SHALL PERFORM AN ANNUAL "SWEET WATER" / FRESH TAP WATER RINSE TO AVOID SALT RESIDUE ACCUMULATION IN ACCORDANCE WITH AAMA 610.1.1979. PREMIER'S LIABILITY FOR BREACH OF THIS WARRANTY SHALL BE LIMITED EXCLUSIVELY TO THE COST OF EITHER REPAIRING NONCONFORMING PANELS, OR AT PREMIER'S SOLE OPTION, OF FURNISHING FOB CUSTOMER'S LOCATION SUFFICIENT SHEET REPLACEMENT PANELS FOR THE NONCONFORMING PANELS. MA 610.1.1979. THE PRODUCT MUST NOT BE CLEANED WITH ABRASIVE OR CHEMICAL CLEANERS. THE BUILDING OWNER SHALL MAINTAIN RECORDS OF THE MAINTENANCE.
2. PREMIER SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY NONCONFORMING SHEET OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO ANYONE BY REASON OF THE FACT THAT SUCH PANELS SHALL HAVE BEEN NONCONFORMING.
3. CLAIMS MUST BE PROMPTLY REPORTED IN WRITING TO PREMIER AND PREMIER SHALL BE GIVEN A REASONABLE OPPORTUNITY TO INSPECT THE PANELS CLAIMED TO BE NONCONFORMING. ADEQUATE IDENTIFICATION OF THE MATERIAL INVOLVED IN THE CLAIM, INCLUDING DATE OF INSTALLATION, PREMIER INVOICE NUMBER, AND DATE OF SHIPMENT MUST BE ESTABLISHED BY BUYER.
4. BUYER SHALL EXERCISE DILIGENCE IN INSPECTION OF SHEETS AS RECEIVED FROM PREMIER SO AS TO MITIGATE REPAIR OR REPLACEMENT. PREMIER EXTENDS THIS WARRANTY SOLELY TO THE CUSTOMER. THIS WARRANTY IS NON-TRANSFERABLE AND NON-ASSIGNABLE.
5. CLAIMS MUST BE PROMPTLY REPORTED IN WRITING TO PREMIER AND PREMIER SHALL BE GIVEN A REASONABLE OPPORTUNITY TO INSPECT PANELS. PREMIER RESERVES THE RIGHT TO TERMINATE THIS WARRANTY AT ANY TIME (EXCEPT AS TO ORDERS ALREADY ACCEPTED) UPON THE GIVING OF WRITTEN NOTICE THEREOF. PREMIER MANUFACTURING CORPORATION MAKES NO GUARANTEES, EITHER EXPRESSED OR IMPLIED BEYOND THE FACT HEREOF: INCLUDING, WITHOUT LIMITATIONS, WARRANTIES OR FITNESS AND MERCHANTABILITY AND SHALL HAVE NO OTHER LIABILITY WITH RESPECT THERETO. T THE PANELS CLAIMED TO BE NONCONFORMING. ADEQUATE IDENTIFICATION OF THE MATERIAL INVOLVED IN THE CLAIM, INCLUDING DATE OF INSTALLATION, PREMIER INVOICE NUMBER, AND DATE OF SHIPMENT MUST BE ESTABLISHED BY BUYER.

SECTION C: 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 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 HILLSBOROUGH 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)

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: () - _____