

## \_\_\_\_\_ 25-Year Limited Aluminum Substrate Warranty

Aluminum Substrate Roof Warranty (collectively, the "Warranty") is issued by \_\_\_\_\_ the Coil Producer (hereinafter referred to as "\_\_\_\_\_") to the Manufacturer/Fabricator/Contractor (hereinafter referred to as "Customer") and applies to aluminum substrate flat sheet and coil products (hereinafter referred to as the "Product") with PVDF based coating consisting of KYNAR 500® or Hynar5000® resin (hereinafter referred to as the "Coating") if erected anywhere within the Continental United States including Alaska and Hawaii and Canada.

1. Subject to the provisions contained herein, \_\_\_\_\_ warrants that during the Twenty-Five (25) Year Warranty Period the aluminum material will not perforate from corrosion.
2. This Warranty does not apply to circumstances beyond \_\_\_\_\_'s control, including:
  - a. Product is installed beyond the water's edge.
  - b. Area of significant differences in insulation below the metal panel or from interior corrosion
  - c. Acts of Nature, such as, hurricanes, earthquakes, extraordinary winds, winds which detach from the facility any part of the building substate to which the roof is attached, lightning, hail, fire, radiation, or other acts of Nature which are normally covered by hazard insurance.
  - d. Unusual harmful fumes, foreign substances in the atmosphere, whether intermittent or continual submersion in standing water including liquids or sold materials, such as dirt, debris, sand, salt, or water deposits. Failure to check against ponding water and mildew.
  - e. Areas subject to fallout exposure to corrosive chemicals, ash, fumes, cement dust, animal waste or its decomposition by-products; fallout from copper, lead, nickel, galvanic, silver mining or refining operations and carbon black.
  - f. Conditions/circumstances where corrosive fumes or condensation are generated or released inside the building.
  - g. 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
  - h. Failure to maintain and clear dead areas, valleys, gutter, downspouts, and drains from accumulation of mentioned elements in 2.d. Failure to prevent physical damage caused by falling objects, such as limbs, branches, or falling objects from nearby structures. Failure to keep branches, plants or other materials trimmed away from surface.
  - i. Improper treatment of defects in the metal, such as scratches, scuffs, chipping, flaking, and chalking or fading of paint, cracks or tears or from the fabrication or in areas where items, such as, snow guards or solar panels are attached / adhered to the product.
  - j. Deliberate damage, improper handling by erectors, or abrasive or chemical cleaners
  - k. Mishandled Products, e.g., ANY PRODUCT WHICH HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED, OR STORED CONTRARY TO MANUFACTURER/FABRICATOR'S INSTRUCTIONS.
  - l. Damage caused through poor workmanship, carelessness, or error by any workers or other individuals who access the roof for whatever reason.
  - m. Product stored or installed in a way that allows for poor air circulation, standing water, or contact with animals or animal waste.

n. Embossing those fractures or severely stretches the film (i.e., film is diminished at the point of embossing by greater than 0.2 mils.)

3. This Warranty does not cover damage or deterioration resulting from moisture contamination or entrapment or any other contamination detrimental to the coating, which occurs prior to installation of the Products, including, without limitation, contamination occurring during shipment of the Product to the jobsite or during storage at the jobsite.

4. All Warranty work will be performed by \_\_\_\_\_, or any company, dealer, contractor, applicator, or distributor selected by \_\_\_\_\_. 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 products, this condition shall not be indicative of a defect.

5. NOT WITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, \_\_\_\_\_'S LIABILITY SHALL NOT EXCEED THE REFINISHING OR REPLACEMENT OF THE FAILED COATED MATERIAL. ANY BREACH OF THIS WARRANTY SHALL AUTOMATICALLY RELIEVE \_\_\_\_\_ OF ANY AND ALL RESPONSIBILITY AND/OR LIABILITY UNDER THIS WARRANTY. \_\_\_\_\_ SHALL NOT BE LIABLE FOR DAMAGE OR INJURY TO PROPERTY OTHER THAN THE FLAT SHEET AND/OR COIL PRODUCTS COATED WITH PVDF PAINT SYSTEMS, IN THE CONDITION AS ORIGINALLY PURCHASED. \_\_\_\_\_, IN ALL INSTANCES, SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO DETERMINE WHETHER OR NOT REFINISHING OR REPLACEMENT OF THE FAILED AREAS IS REQUIRED, AND TO FULFILL ITS OBLIGATION UNDER THE WARRANTY, \_\_\_\_\_ RESERVES THE RIGHT TO NEGOTIATE AND APPROVE ANY FINAL CONTRACT LET FOR REFINISHING AND REPLACEMENT AS THE CASE MAY BE.

6. This Warranty applies only to products produced by \_\_\_\_\_ within twelve (12) months from shipment to Manufacturer/Fabricator/Contractor.

7. Claims under this Warranty must be presented by the Customer to \_\_\_\_\_ in writing during the warranty period and within thirty (30) days after Customer becomes aware that any warranted condition has occurred. Time is of the essence and failure to give notice within the specified time shall discharge \_\_\_\_\_ from any obligations under this Warranty. \_\_\_\_\_ must be given a reasonable opportunity to do an on-site inspection to determine if there is a perforation caused by corrosion failure.

8. The laws of the State of Georgia shall exclusively govern the rights and duties of the Parties to this Warranty. Any controversy or claim arising out of or related to this Warranty or the breach thereof shall be brought before a court of competent jurisdiction in Alpharetta, GA under the substantive and procedural laws of the State of Georgia.

9. This Warranty only applies to concealed fastener standing seam metal roofing systems and does not cover perforations in the systems caused by fasteners, rivets or similar roof attachments whether penetrating the system or not.

10. Immediately, within 30 days of discovering any roof corrosion perforation, contact \_\_\_\_\_ Customer Service with written notice describing the perforation and sending pictures of the perforation to \_\_\_\_\_. If the situation is urgent, call \_\_\_\_\_. Failure to contact \_\_\_\_\_ within 30 days will void the Perforation Warranty. Also do not allow any repairs that are not pre-approved by \_\_\_\_\_. Failure to obtain pre-approval from \_\_\_\_\_ for any repair will void the Perforation Warranty

## **MANDATORY MAINTENANCE**

For this Warranty to apply, the Customer must retain certain records. For \_\_\_\_\_ to process a claim, we will need to be told the original coil or skid tag number. Also, to avoid build-up of dirt and debris, sand and salt residue accumulation, the building

owner shall perform a "sweet water" / fresh tap water rinse twice a year in accordance with AAMA 6R10.1.1979. Further, additional maintenance is required immediately following a severe weather event, such as, a hurricane, tornado, hailstorm; damaging wind, rain, or snowstorm; extreme summer heat or winter cold; and a fire, vandalism; or after other trades or non-roofing trades have been on the roof for any reason. Detailed records together with copies of receipts and invoices must be kept of all maintenance.

Failure to conduct mandatory maintenance will void your perforation warranty.

Note: Before performing any surface maintenance, contact the Manufacturer/Fabricator of the Building Systems for assistance to ensure that you are using the proper techniques, procedures, products, chemicals, and materials.

If there is damage to a panel, the entire aluminum panel must be replaced.

Be certain that a detailed report of all work completed by the contractor is obtained.

## PERSONAL PROTECTION

**While the owner or property manager can conduct surface maintenance, it is highly recommended that the contractor who built the roof system or a company certified to conduct maintenance services be retained. Walking on any roof is dangerous, and the danger increases with the slope of the roof. When performing maintenance on your roof system, always use fall protection and personal safety equipment required by OSHA. Always comply with all safety guidelines whether customary, regulatory, or statutory. Failure to follow these regulations can result in serious injury or death. \_\_\_\_\_ is not responsible for any injury or death incurred to any individual while conducting building maintenance.**

When performing roof maintenance:

- Keep foot traffic to a minimum.
- Step only in the panel flat directly on or in close proximity to a supporting roof structural
- Do not step in or on gutters or the gutter hanging system.
- Do not step on or near skylights.
- Do not walk on Light Transmitting Panels.
- Avoid stepping on ridges, caps, seams, flashings.
- Avoid stepping on lap joints in roof panels.
- Avoid stepping on panel ribs between purlins.
- Avoid walking near roof curbs or other roof penetrations.

## DISCLAIMER

THIS WARRANTY IS GIVEN AS THE SOLE AND EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY BY OR AGAINST \_\_\_\_\_ 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 THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. CUSTOMER WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST \_\_\_\_\_ AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF \_\_\_\_\_. \_\_\_\_\_ SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. \_\_\_\_\_ HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY. THIS WARRANTY IS EXTENDED TO CUSTOMER ALONE AND NO OTHERS, IS NON-TRANSFERABLE AND NON-ASSIGNABLE AND MAY NOT BE ENLARGED IN ITS SCOPE BY ANY REPRESENTATIVE, SALESPERSON, AGENT, OR OTHER EMPLOYEE OF \_\_\_\_\_. THE CUSTOMER SHALL

NOT PERMIT ANYONE TO CLAIM OR IMPLY THAT THIS WARRANTY EXTENDS OR CAN BE "PASSED THROUGH" TO ANYONE OTHER THAN THE CUSTOMER. 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. THE LIABILITY OF \_\_\_\_\_ 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 OR COATING TO CONFORM WITH THE PROVISIONS OF THIS LIMITED WARRANTY. \_\_\_\_\_ SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSES AND/OR LIABILITIES ARISING FROM OR RELATED TO THE DESIGN, USE OR FAILURE OF THE PRODUCT OR COATING, FOR THE INTERRUPTION OF THE CUSTOMER'S OPERATIONS OR BUSINESS, FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PRODUCT OR COATING OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER OR LOSS OF PROFIT OR OTHER FINANCIAL LOSS ARISING OUT OF THE USE OR FAILURE OF THE PRODUCT OR COATING, EVEN IF \_\_\_\_\_ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSE, LOSS AND/OR LIABILITIES, 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 PRODUCT OR COATING SHALL HAVE BEEN DEFECTIVE. THE WARRANTY MAY NOT BE MODIFIED IN ANY RESPECT EXCEPT IN WRITING WHICH STATES THE MODIFICATION AND IS SIGNED BY ALL PARTIES HERETO.

\_\_\_\_\_ warrants to the Building Owner listed below that, subject to the express terms, conditions, and disclaimers set forth in this Warranty that the aluminum substrate roof of the project as stated below will be free of perforations caused by corrosion for a period of twenty-five (25) years from the date of completion as stated of the installation of the Roof.

Issued to: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Original Coil or Skid Tag Number: \_\_\_\_\_

Completion Date: \_\_\_\_\_

**PARTIES TO THE WARRANTY**

**Manufacturer/Fabricator/Contractor:**

\_\_\_\_\_

(Company Name)

By: \_\_\_\_\_

(Authorized Official Signature)

Name: \_\_\_\_\_

(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Coil Producer:**

\_\_\_\_\_

(Company Name)

By: \_\_\_\_\_

(Authorized Official Signature)

Name: \_\_\_\_\_

(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_