



## Limited 35 Year Commercial Coating Warranty

### Warranty

Custom-Bilt Metals (hereinafter "CBM") hereby issues the following Limited 35 Year Commercial Coating Warranty exclusively to the original Owner named in the Warranty Registration Form (hereinafter "Owner") subject to the terms and conditions listed below.

For a period of 35 years, and as long as the original Owner owns the building described in the Warranty Registration Form, CBM warrants that the paint on its coated steel or aluminum panels, flashing, flat stock and coil ("Material") will not:

- (a) Peel, check, chip or crack. These terms shall not mean alterations to the paint as a result of exposed raw edges, embossing, end cutting, cut edge exposure or such crazing or slight cracking as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet.
- (b) Fade or change color in excess of five (5) units of color difference (Hunter  $\Delta E$ ) calculated in accordance with ASTM D2244-02, paragraph 6.2.2 CIEL\*a\*b\*, 10° Observer, specular included. Color Change is measured on an exposed painted surface that has been cleaned of surface soils and chalk and then compared to corresponding values measured on the original or unexposed coated surface. Fading and color changes may not be uniform, depending on sun and atmospheric exposure and CBM does not warrant that color changes will be uniform.
- (c) Chalk or oxidize in excess of a numerical rating of eight (8) when properly maintained as described herein as measured in accordance with the standard procedures specified in ASTM D4214-98.

### Remedy

The sole and exclusive remedy under this warranty shall be repair, recoating, refinishing or one replacement of failed Material at CBM's sole discretion. The term "replacement" does not include labor costs of Material removal, fabrication or installation. If repair, repaint or replace is not practical, CBM may elect, at its sole option, to refund the original purchase price of the Material paid to CBM. The extent of CBM's total liability for all claims of any kind (including liability for negligence and breach of any and all warranties) shall not exceed the original purchase price of the Material paid to CBM. **This is the only remedy for defective Materials.**

### CONDITIONS, LIMITATIONS AND EXCLUSIONS

1. This limited warranty shall apply only to products used in the Continental United States, Alaska, Canada and Mexico.
2. This Limited Warranty is extended only to the Original Owner as stated in the Warranty Registration and shall not inure to the benefit of any other party. This limited warranty is non-transferrable and non-assignable.
3. This Limited Warranty applies to Material shipped after February 1, 2010.
4. The Material covered under this limited warranty must be installed within six (6) months from date of purchase.
5. This Limited Warranty does not cover industrial applications including but not limited to steel mills, power generating stations, oil fields, oil refineries, ore mines, chemical plants, paper mills or other unusual environmental exposure. Customer is required to consult with CBM **before** installation of any industrial application to determine if a Site Specific Warranty may be available at CBM's discretion.
6. This warranty excludes any areas of the Material that are within  $\frac{3}{4}$ " of any edge that has been cut subsequent to the application of the paint to the substrate.
7. This limited warranty is conditioned upon the proper installation of the Material. The Material must be installed on a surface which allows for adequate circulation and on which no standing water accumulates. CBM will not warrant Material that is in contact with, or subject to, runoff from lead, copper, pressure treated, green or wet lumber, or wet insulation. The Material must not be installed on vertical trim or sidewall surface of an external architectural, commercial pre-engineered building. CBM will not warrant Material which has been modified without CBM's express written approval or which has been improperly used or applied. CBM will not warrant deterioration or damage to the panels caused directly or indirectly by panel contact with sealants, fasteners or by overdriving the fasteners. Selection of Material and proper long-lasting fasteners rests solely with the Owner or his/her installer. In no event shall any information provided by CBM to assist in the selection of fasteners be an endorsement or warranty of performance of the Material with those fasteners.
8. This warranty is limited to exposure to normal atmospheric conditions which term excludes corrosive or aggressive atmospheres such as those contaminated with chemical fumes, ash, volcanic smog, cement dust, animal waste, constant fresh water spray, chemical deposits or salt spray including proximity within one thousand (1,000) feet of salt water or thirty (30) miles from an active volcano.
9. This limited warranty does not cover Material located within one thousand (1,000) feet of a saltwater environment or thirty (30) miles of an active volcano. For Material located further than one thousand (1,000) feet but closer than one (1) mile from salt water (severe marine), homeowner or building owner is required by CBM to perform annual maintenance of the building in the form of a sweet water rinse (tap water). Homeowner or building owner is required to keep records of such maintenance for the warranty to be enforceable. Customer is required to consult with CBM **before** installation in locations closer than one thousand (1,000) feet from seashore or any salt water environment to determine if a Site Specific Warranty may be available at CBM's discretion.
10. CBM shall have no obligation under this Limited Warranty unless CBM has been paid in full for all Material covered by this warranty.
11. Under no circumstances shall CBM be liable to any person or entity for any incidental, special, punitive, indirect or consequential damages or losses, including but not limited to lost profits, business interruption, loss to the building or its contents or any other loss, regardless of cause even if CBM has received notice of the possibility of such damage. CBM's total liability for any claim whatsoever shall not exceed the original purchase price of the subject Material paid to CBM.
12. In no event will the original warranty period be extended by a warranty claim. The warranty for any repaired or replaced Material shall only be for the remainder of the original warranty period applicable to the Original Owner.
13. This limited warranty does not extend to or cover damage to the Material caused by or as a result of: (a) improper handling, packaging, shipping, contamination, modification or storage of the painted Material prior to installation; (b) improper forming, fabrication or cutting of the Material; (c) improper installation of the Material including improper handling, scratching or abrading during or after installation; (d) mechanical

damage or edge corrosion; (e) inadequate or improper drainage, venting or insulation, including vapor barriers; (f) ponding or cascading water from upper to lower roof areas on the roof panels or components; (g) abusive foot traffic; (h) improper or deficient cleaning or maintenance including the use of high pressure washing systems; (i) any external contaminant or condition, including chemical fumes, salt spray, animals, animal waste, vegetation, dirt, gravel or metal debris; (j) deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, walk ways, etc.; (k) movement or settlement of the building; (l) condensation or infiltration in, through, or around the walls, copings, rooftop, flashing, hardware or equipment, building structure or underlying or surrounding materials; (m) any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Material, (n) additions, alterations (including antennas, snow guards and/or solar panels) or repairs to the Material that are not completed in accordance with standard roofing specifications by a licensed roofing contractor ; (o) reactions due to dissimilar metals; (p) natural forces, disasters, or acts of nature including, but not limited to winds in excess of 55 MPH, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects, animals or animal droppings; (q) any act, conduct or omission by any person or action caused by any person's negligence, or act(s) of war, terrorism or vandalism.

**Registration.** This Limited Warranty shall not become effective unless and until it is registered with CBM by returning the completed registration form within 150 days of the date of purchase. If registration is by mail, the Owner shall mail signed copies by certified, return receipt mail, to verify delivery to CBM at 13940 Magnolia Avenue, Chino, CA 91710.

**Maintenance.** This limited warranty is conditioned upon proper maintenance of the Material which includes regular cleaning with sweet water rinses (tap water) or with 1/3 cup of Tide or other detergent containing less than 0.5% phosphate dissolved in one gallon of water followed immediately by a clear water rinse. The material must not be cleaned with abrasive or chemical cleaners. All Material exposed to the weather, including the underside of any panel overhang, must be included in the cleaning. For cleaning instructions, please refer to CBM's Material Care and Maintenance Guide. **For all installations closer than one mile to salt water, the homeowner is required to perform annual maintenance in the form of sweet water rinses (tap water). Homeowner is required to keep records of such maintenance for the warranty to be enforceable. This maintenance is to be documented with written reports and date stamped pictures.**

**Notice.** Owner shall inspect Material received from CBM prior to installation so as to mitigate expenses related to repairing, repainting or replacing defective Material. Any claim arising from an alleged Material defect or for any other cause whatsoever shall be deemed WAIVED by the Owner unless written notice thereof is given to CBM within thirty (30) days after discovery of any alleged defect and within the applicable warranty period. All written notices given under this warranty shall be either personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, to Custom-Bilt Metals, 13940 Magnolia Avenue, Chino, CA 91710. To be effective, Owner's notice shall include such records as may enable CBM to establish the CBM order number, CBM invoice number, date of shipment by CBM and the date and address of installation.

**Investigation.** CBM must be allowed a reasonable opportunity to inspect and if required, obtain a sample of the Material. The findings and conclusions reached by CBM regarding the alleged defect shall be final and binding on all parties. If the investigation reveals that the claim is not covered by the warranty, the Owner shall be responsible for payment of all third party investigation costs incurred by CBM. Failure by the Owner to pay these costs shall render this Limited Warranty null and void.

**Governing Law and Venue.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of California without regard to that State's rules on conflict of laws. Any dispute, controversy or claim between the Owner and CBM concerning this Limited Warranty shall be submitted to mediation prior to the commencement of filing any action or legal claim in any court. In the event that the Owner and CBM do not resolve the dispute, controversy or claim in mediation, the Owner and CBM agree that any action, suit or proceeding of any kind shall be brought solely in the Superior courts located in San Bernardino County, California. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

**Modification, Waiver and Severability.** This limited warranty cannot be amended, altered or modified in any way except in writing signed by an authorized officer of CBM. No other person has any authority to bind CBM with any representation or warranty whether oral or written. CBM's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of any such condition or of any other term of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND CBM HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST CBM. IN NO EVENT SHALL CBM BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR THE BREACH OF WARRANTY EVEN IF CBM HAS BEEN APPRISED OF LIKELIHOOD OF SUCH DAMAGES OCCURRING. CBM'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS OF ANY KIND (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ITS MATERIAL OR THE ORDER OR DELIVERY OF ITS MATERIAL SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE MATERIAL PAID TO CBM.

The supplier of the paint coating applied to CBM Material and the applicator of the paint coating has made certain warranties to CBM which are the same as (or substantially similar to) the warranties made by CBM under this limited warranty. This limited warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the coating system warranties made to CBM.