

# PRE-PAINTED FINISH LIMITED WARRANTY

## What is Covered Under This Warranty:

Forma Steel warrants that products covered by this warranty will resist natural weathering and will not perforate as a result of corrosion to the extent that they will conform to the performance standards listed below provided that all conditions of this warranty are met:

- 1. Pre-painted metal panels will not peel, crack or flake to an extent that is apparent on ordinary outdoor visual observation for a period of forty years from the date of delivery, except for some crazing that may occur on tightly roll-formed edges.
- 2. For 30 years, pre-painted metal wall panels will not change colour more than 5  $\Delta$ E (delta E) Cie Lab units and for roof applications will not change more than 8  $\Delta$ E (delta E) Cie Lab units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits, and chalk per ASTM D3964; and
- 3. For 30 years, pre-painted metal wall panels will not chalk in excess of a number 8 rating & roof applications will not chalk in excess of a 6 rating when measured per ASTM D 4214. Method A.

### **Exclusions and Limitations:**

- 1. This warranty applies only to pre-painted metal rollformed and cladding series panels in standard colours for roofing and sidewall applications that are properly installed on buildings (as roofing or other panel on which no standing water accumulates, or as a vertical trim or sidewall panel of an architectural, commercial, or pre-engineered building) within continental North America.
- 2. This warranty applies only to the original Customer and is not transferable and not assignable and may not be modified, extended, or enlarged by any representative of Forma Steel or intermediate salesperson or agent. This warranty will not inure to the benefit of any other party and, if Customer is an entity, will terminate automatically upon any change of control to the Customer.
- 3. This warranty will be null and void unless the Product has been paid in full.
- 4. This warranty does not apply to areas that are sheltered from rainfall, unless such areas are properly maintained, which proper maintenance includes doing a freshwater rinse at least twice per year.
- 5. This warranty does not apply in the event of deterioration to the Product caused directly or indirectly by contact with fasteners. Fasteners must be purchased from Forma Steel or claims involving issues around the fasteners and their contact area with the pre-painted metal will not be considered.
- 7. Product that is improperly installed or maintained in accordance with published recommendations and best trade practices is not covered by this warranty. The Product must not be cleaned with abrasive or chemical cleaners.
- 8. This warranty does not cover any Product located 1,500 or fewer feet from a salt-water environment.
- 9. This warranty does not apply to non-vertical installations with a slope of less than 5 degrees
- 10. This limited warranty does not cover damages or conditions resulting from circumstances beyond Forma Steel's control, including, without limitation, the following:
  - (a) Acts of God, falling objects, explosions, or fire;
  - (b) Unusual or aggressive atmospheric conditions such as hail or those where the Product is exposed to or contaminated with chemical fumes or salt spray;
  - (c) Standing or ponding water on the Product;
  - (d) Significant differences in insulation below the Product;

- (e) Failure to store or install Product in a way that allows for adequate circulation;
- (f) Condensation or other contamination or damage attributable to improper shipping, packaging, handling, processing or installation;
- g) Failures or damage resulting from edge corrosion;
- (h) Scratching or abrading during or after installation;
- (i) Prolonged contact with vegetation, dirt or gravel;
- (j) Sustained exposure to animals or animal waste;
- (k) Where the Product is in contact with, or subject to runoff from, lead, copper, pressure treated, green or wet lumber, or wet insulation;
- Mishandling of the Product, including abuse, alteration, modification, improper use or storage
- (m) Damages or conditions at the point(s) where materials or items such as snow guards and solar panels are attached or adhered to the Product.
- (n) Substrate failure or any other condition between the substrate and coating that causes coating degradation or delamination.
- (o) Minor colour variances between separate orders

## Remedy of Performance Specification:

Forma Steel reserves the right to establish whether repairing or replacing material is required. Remedy of Product is limited to only the replacement of that Product at original purchase price. After replacement or re-finishing of the repaired area, this area will be considered as installed as of the original installation date. The total replacement value shall never exceed the original price paid to Forma Steel for the Product. Full responsibility for initial product quality transfers to the Customer upon installation. This warranty is non-transferable and is limited to the original owner / purchaser of the Product.

Claims under this warranty must be submitted in writing within forty-five (45) days of discovery of the performance failure and Forma Steel requires the opportunity for site failure inspection and investigation.

## **Exclusion of Other Performance Specifications or Warranties:**

This warranty is exclusive and is in lieu of any other specification or warranty, whether expressed or implied, and whether written or oral. This warranty cancels and supersedes any other warranty or statement of performance made in the past or in the future by Forma Steel unless such a statement is made in writing as an express amendment of this document.

### Limitation of Liability:

Forma Steel shall not in any event be liable for the cost of labour expended by others on any defective sheet, for any loss of property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, claims of customers of purchaser for business or service interruptions nor for any special, indirect or consequential damages to anyone by reason of the fact such panels have been defective.



## FORMA STEEL LTD

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