

# ULTRA-CLAD 35 YEAR LIMITED WARRANTY

OWNER:

PROJECT NAME:

PROJECT ADDRESS:

CUSTOMER:

CONTRACTOR: OF:

INVOICE NO.: DATE:

DATE WARRANTY BEGINS: DATE WARRANTY ENDS:

1. COATED METALS GROUP (CMG) hereby warrants to the OWNER that subject to the provisions herein, Dura Coat's XT-40S Super Durable SMP coating to aluminum coil, HDG steel coil or Zinc-Aluminum Alloy steel coil for building parts shall, for the term as listed below, meet the following standards:
  - A. For thirty five (35) years from the date of installation, will not crack, check or peel (lose adhesion). However the term "crack" as used herein shall not include minute fracturing of the product which may occur in proper fabrication procedures and is accepted as standard.
  - B. For thirty (30) years from the date of installation, will not chalk in excess of ASTM D-4214, Method A number eight (8) rating for vertical surfaces and six (6) for non-vertical surfaces.
  - C. For thirty (30) years from the date of installation, will not change color more than five (5) E units (NBS) for vertical surfaces and seven (7) for non-vertical surfaces as determined by ASTM method D-2244, Paragraph 63. 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 surface. It is understood that fading or color changes may not be uniform, if the surfaces are not equally exposed to the sun and elements.
2. If XT-40S SMP coating or primer (herein called "products"), used as described herein, should fail to comply with the warranty stated herein, CMG will, after written notice of complaint received by CMG within the warranty period and within thirty days after discovery of the defect by the OWNER and demonstration that the failure was due to a breach of the warranty stated herein, bear the full cost of labor and material for repainting (using standard painting materials and practices but not necessarily the products), repairing or replacing, of any product showing such failure, or at CMG's option, refund of the purchase price of the defective product. The product repainted, replaced, repaired or otherwise restored shall be warranted to the same extent as the unexpired term of the original warranty, and this warranty shall not be deemed to have been extended from the date of such warranty work. At no time does this warranty confer upon the OWNER the right to refinish, replace or restore, without written notice and agreement by a duly authorized agent of CMG. Any unauthorized restoration, replacement or refinishing of the product shall result in this warranty becoming null and void.
3. This warranty applies only to product erected within the continental United States and Canada which have been exposed to normal weather and atmospheric conditions, and does not apply to failures or defects that are caused as a result of fire, other accidents or casualty, vandalism, radiation, falling objects, direct salt spray, standing water, explosions, harmful fumes and other foreign substances on the paint finish or in the atmosphere including animal waste products, mishandling or any other physical damage and any other circumstances or occurrences beyond CMG's control including but not limited to where materials such as snow guards and solar panels are attached/adhered to the product.
4. This warranty is restricted to failures resulting from normal weathering and does not include coating failures caused by scratches, scrapes or any other unnatural damage including improperly formed, fabricated or embossed material. 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, but not limited to, contamination occurring during shipment of the product or improper storage. This warranty does not include product failure due to substrate corrosion or defects in the metal substrate.
5. This warranty applies only to products manufactured by the CONTRACTOR within six (6) months from the date of shipment thereof by CMG.
6. CMG expressly precludes others from claiming, representing or implying that this warranty extend to or is available to anyone other than the original and first building owner. It is the responsibility of the OWNER to maintain such identification records for purposes of exercising the rights under this warranty throughout the duration of the warranty period. All claims must be submitted in writing to CMG within the warranty period and promptly after the discovery of the claimed defect, describing the defect claimed and referring to this warranty and date of issuance, together with the name of the CONTRACTOR and proof of purchase. This warranty is valid only after receipt of full payment for all warrantable material.
7. Except as provided herein, CMG makes no warranty or guarantee, express or implied, including without limitation warranties of fitness or merchantability, with respect to the products and CMG shall have no other liability to any other person, firm or corporation with respect thereto, including, without limitation, any liability for indirect, consequential or resultant damages, whether based upon breach of warranty or negligence.
8. The terms hereof shall constitute the entire agreement and understanding of the parties hereto respecting the subject matter hereof and no provision or statement contained at any time in any other writing, including, without limitation, customer's purchase orders or CMG's acceptance forms, shall be effective to change the provisions hereof, unless contained in a subsequent agreement in writing signed by both parties expressly stating that is intended thereby to modify or supplement this instrument.
9. This agreement is made under Wisconsin law and the laws of Wisconsin shall apply to the construction, enforcement and interpretation of this agreement.

COATED METALS GROUP

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

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