

## CMG-BLACK ORE 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, the Black Ore paint coating to 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 35 years from the date of application of the paint, Black Ore Print System will not crack, flake or peel (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Minute fracturing, which may occur in proper fabrication of the building parts, is not a covered Warranty Condition. *Failure due to substrate corrosion is not a covered Warranty Condition.*

- B. For 30 years from the date of installation of the panels, Black Ore Print Coat will not:

- i. Chalk in excess of ASTM D-4214 method A number eight (8) rating when properly maintained as described herein, and

- For 20 years from the date of installation of the panels, Black Ore Print Coat:

- ii. Will remain intact and distinguishable.

2. If a Warranty condition occurs and the other requirements of this Warranty are met and after written notice of complaint received by CMG within the warranty period and within thirty days after discovery of the defect by the OWNER, CMG will supply you with the following Warranty benefits:

CMG will pay for labor and material reasonably necessary to repaint, repair or replace, at our option, the metal panels showing the Warranty Conditions. The Warranty Benefits shall not exceed the original purchase price of the affected metal panels (not including any accessories or attachments) or the remedy provided in any other warranty provided to the building owner, whichever is less, even if our limited warranty fails of its essential purpose. This Warranty will continue to apply to any metal panels that were repainted, repaired or replaced due to a Warranty Condition, but only for the unexpired portion of the Warranty period applicable to the original part. Any unauthorized restoration, replacement or refinishing of the product shall result in this warranty becoming null and void.

3. To receive Warranty Benefits for a Warranty Condition, you must:

- a. Send written notice of the Warranty Condition within thirty days of the appearance of any detectable defect to: Coated Metals Group, 301 Yard Drive, Verona, WI 53593
- b. Provide access to the affected panels and site.
- c. Assist us as necessary in determining the exact cause of failure.
- d. Provide such documentation as we shall request to confirm the Warranty Condition, including records sufficient to identify the batch number and application date of the Black Ore Print Coat system coating involved.

4. We are not responsible and provide no Warranty Benefits, for any damage or condition resulting from circumstances beyond our control, including any of the following:

- a. Acts of God, falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond CMG's control;
- b. Harmful fumes or foreign substances in the atmosphere, or salt spray;
- c. Defects in the substrate metal or in its fabrication, or embossing;
- d. Any substrate corrosion or loss of adhesion as a result of contact with or run off from dissimilar metals (copper, lead, stainless steel, etc.), green/ pressure treated lumber, incompatible fasteners and/or wet insulation, substrate fabrication or embossing processes;
- e. Paint adhesion loss and/or staining as a result of excessive sealant or failure to remove steel debris/iron particles that come in contact with the painted surface;
- f. Significant differences in insulation below coated metal panel;

- g. Black Ore Print Coat damage due to moisture entrapment in coils and/or bundles during transit or storage or which has been stored or installed in such a way that allows standing water on the coating;
  - h. Failures or damage resulting from substrate exposure or corrosion at cut/bare edges or failure of the metal substrate;
  - i. Contact with animals or animal waste, either when stored or installed;
  - j. Mishandling of Black Ore Print Coat or of any substrate coated with it, including abuse, alteration, modification, touch-up paint application, improper use, or storage;
  - k. Attachment or adhesion of materials or items such as snow guards and solar panels to the coating.
  - l. Use of any bleach-based cleaners;
  - m. Any condition, which occurs in any chemically aggressive environment containing salts, or other chemicals, whether naturally occurring or caused by man, are stored/installed in an environment that includes a high degree of humidity, sand, dirt or grease;
  - n. Exposure of excess humidity, condensation, frost, mold, mildew, or fungus on product surfaces.
5. No Warranty is provided for Black Ore Print Coat system on any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from a salt-water environment.
6. This warranty applies only to building parts installed on buildings within the Continental United States, Alaska and Canada This Warranty will automatically expire upon any change or transfer of ownership of the property on which the metal coated with Black Ore Print Coat system is originally installed. This warranty is valid only after receipt of full payment for all warrantable material.
7. This is our only warranty concerning Black Ore Print Coat system coil coatings. Except for this Warranty, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR FREEDOM FROM PATENT INFRINGEMENT. CMG WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. We have no other liability with respect to Black Ore Print Coat system coil coatings, whether based on warranty, negligence or any other legal theory.
8. This warranty applies only to products manufactured by the CONTRACTOR within six (6) months from the date of shipment thereof by CMG.
9. 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.
10. This is our complete warranty. It lists all of CMG's obligations regarding Black Ore Print Coat system coil coatings purchased by you. It is only for your benefit and you may not assign it to any other person or entity. CMG may change or discontinue this Warranty by providing you with 30 days advance written notice. Any changes will apply only to Black Ore Print Coat system coil coatings sold to you after the notice period expires.
11. 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: \_\_\_\_\_