

COATED METALS GROUP

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RUSTIC RAWHIDE® 30 YEAR LIMITED WARRANTY

OWNER:

PROJECT NAME:

CUSTOMER:

CONTRACTOR:

INVOICE NO.:

DATE WARRANTY BEGINS:

PROJECT ADDRESS:

OF:

OF:

DATE:

DATE WARRANTY ENDS:

1. 1. COATED METALS GROUP (CMG) hereby warrants to the OWNER that subject to the provisions herein, the Rustic Rawhide® pre-finished 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 thirty (30) years from the date of installation or six (6) months after coating of the metal, whichever occurs first, 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 twenty (20) 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.
2. If the Rustic Rawhide® pre-finished metal coating 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 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, contact with green or wet lumber, damage caused by contact with or close proximity to damp underlayment, insulation, soil, vegetation, or other corrosive materials, and damage caused by other accumulations of 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. The Coated Metal must be washed regularly, either by sweet or tap water or by cleaning with 1/3 cup of Tide detergent or other common detergent containing less than 0.5% phosphate dissolved in one gallon of water. A clear water rinse should follow immediately. The Coated Metal must not be cleaned with abrasive or chemical cleaners. Cleaning must include the underside of any panel overhang where the underside is exposed to weather.
6. This limited warranty does not apply to exterior applications that are sheltered from rainfall or that do not provide drainage.
7. This warranty applies only to products manufactured by the CONTRACTOR within six (6) months from the date of shipment thereof by CMG.
8. 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.
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. 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.
11. This agreement is made under Wisconsin law and the laws of Wisconsin shall apply to the construction, enforcement and interpretation of this agreement.