

Metal Exteriors LLC

Sherwin-Williams® WeatherXL 40 Year Limited Paint Warranty

Metal Exteriors LLC warrants that under normal outdoor atmospheric conditions (which term excludes corrosive/aggressive atmospheres such as those contaminated with salt spray or chemical fumes including animal confinement situations), the exterior paint finish on Galvalume® panel (including manufactured trims and flashings) sold to you ("Buyer"), by Metal Exteriors LLC ("Seller"), will meet or exceed the following specifications:

Sherwin-Williams® WeatherXL

Film Integrity: Will not crack, peel, blister or otherwise lose adhesion (not to be construed to include slight hairline crazing which may occur during the manufacturing process) for a period of 40 years.

Chalk Rating: Will not chalk in excess of a numerical rating of eight (8) units on sidewall applications or six (6) units on roofing applications for a period of thirty (30) years as determined by the procedure outlined in ASTM D 2244 Method A.

Fade Rating: Will not fade or change color in excess of more than five (5) units of color on sidewall applications or seven (7) units of color on roofing applications for a period of thirty (30) years when measured using the standard procedure specified in ASTM D 2244.

Warranty is Subject to the Following Conditions:

1. Panels shall be warranted only if they have been installed with sufficient/recommended slope to prevent the accumulation of standing water.
2. Buyer shall exercise diligence in inspection of material as received from Seller prior to utilization so as to mitigate expense involved in repainting or replacing nonconforming panels.
3. This warranty is extended to Buyer as the original purchaser from the Seller and is non-transferable non-assignable even if Seller's products are sold or otherwise transferred. No rights against Seller shall be created by a transfer or assignment, nor shall any rights against Seller survive any transfer or assignment. Buyer, or its agents or representatives, shall not claim, represent or imply nor permit its customers, distributors, applicators or contractors to claim, represent or imply that this warranty extends or is available to parties other than Buyer, and to the limit of its legal rights to do so, Buyer shall cause any party to cease and desist in any such misrepresentation. This condition shall constitute a material term of this warranty and its violation by Buyer shall excuse Seller from its obligations hereunder.
4. Warranty does not cover failures resulting from edge corrosion, or if failure is caused by failure of the metal substrate (beyond the limits set forth above), or conversion coating material. This warranty does not cover occurrences of wet storage stains.
5. Claims for all defects must be made within the warranty period and within thirty (30) days after Buyer discovers the nonconforming panel, and Buyer must give Seller a reasonable opportunity to inspect the material. As a condition precedent to Seller's liability hereunder, Buyer must present, with his claim, records to enable Seller to establish the order number, date of shipment and the date of installation for the claimed nonconforming panel. These records must be duly authenticated, be made in the ordinary course of business and be contemporaneous with the events noted therein. Buyer shall also present evidence that established any claimed nonconformance was due to a breach of the warranty stated herein.
6. Seller's liability for breach of this warranty shall be limited to repainting or replacing of the nonconforming panel utilizing such normal materials, methods and workmanship necessary to provide the stipulated performance remaining under the original warranty for the nonconforming panel. Seller shall have the sole discretion to determine which of the above methods will be used to fulfill its obligation. Seller shall have no liability or obligation whatsoever if payment in full has not been made for any materials. Moreover, if Seller elects to supply replacement panels, Seller shall have no liability for labor costs associated with removing defective panels or replacing same with new panels.

7. Seller's warranties apply only to panels which have been exposed to normal weather and atmospheric conditions, is limited to the aforementioned defects or failures, and does not apply to defects or failures caused by acts of God, falling objects, animal confinement, misuse, external forces, improper storage or installation/assembly, fire, explosions, vandalism, deliberate destruction or damage, hail, riots, civil commotions, acts of war, radiation or harmful fumes or gases, excessive salt atmospheres, chemicals, and foreign substances (i.e., abnormal quantities of sand or dirt particles) in the air or atmosphere, stored or installed in a manner which allows contact with animals and/or animal waste, and regardless of roof or sidewall pitch, installation must provide for proper drainage so as not to retain any water. Seller's warranty does not apply to panels that have been mechanically perforated or field painted.

8. Seller reserves the right to terminate or modify this warranty except with respect to orders which it has already accepted upon the giving of written notice thereof.

9. All obligations of and conditions imposed on Buyer under this warranty shall be deemed material terms of this warranty and any violation by Buyer shall excuse Seller from Seller's obligation hereunder.

10. The effective date of this warranty shall be the date on which Buyer takes possession of Seller's product.

11. All other warranties, promises or affirmations of fact including warranties of merchantability and of fitness for a particular purpose are deemed to be merged into the terms of this warranty. The conditions of liability, rights, obligations, and remedies of the parties relating to claims arising from the nonconforming panel shall be governed exclusively by the terms set forth above.

12. This warranty will apply only to metal coated with Sherwin-Williams® WeatherXL finish and used on property within the United States.

EXCEPT AS EXPRESSLY SET OUT HEREIN, METAL EXTERIORS LLC MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED AND DISCLAIMS ANY AND ALL INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, CONDITION, FITNESS, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF PATENT OR LATENT DEFECTS IN MATERIAL OR WORKMANSHIP, COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, REGULATIONS, SPECIFICATIONS OR CONTRACTS, OR ANY OTHER OBLIGATION ON THE PART OF METAL EXTERIORS LLC.

Failure to keep condensation or moisture from nested materials may result in damage or wet storage stains, voiding this warranty.

If project requires a material/finish warranty to be issued, completely fill out information below and submit to Metal Exteriors customer.

Project Name: _____

Project Address: _____

Owner Name: _____

Installer Name: _____

Metal Exteriors Invoice Information: _____

Metal Exteriors Rep. Signature: _____ Date: _____



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