



PRODUCT WARRANTY



25 YEAR

PREMIUM OCEANGUARD™ PAINT FINISH WARRANTY ALUMINUM PAINT 25 YEAR LIMITED WARRANTY

Gulf Coast Supply & Manufacturing, LLC (GULF COAST) is pleased to offer the following limited twenty-five (25) year limited warranty to the herein identified customer (CUSTOMER) concerning sales of Kynar 500® or Hylar 5000® coated aluminum roofing and siding panels (PRODUCT) installed in the continental United States.

SECTION A: WHAT IS COVERED BY THIS LIMITED WARRANTY?

GULF COAST warrants the performance of PRODUCT as follows

1. Within 25 years from the date of installation, PRODUCT will not exhibit cracking, flaking or peeling (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 under this warranty; refer to GULF COAST's other warranty documents for details regarding corrosion.
2. Within 25 years from the date of installation of the panels, PRODUCT will not:
 - A. Chalk in excess of ASTM D-4214 method A number eight (8) rating when properly maintained as described herein, and
 - B. Change color more than five (5.0) Hunter delta-E units as determined by ASTM method D-2244. 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 painted surface. Color changes may not be uniform and non-uniform color change is NOT a covered warranty condition.

SECTION B: WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

GULF COAST shall not be responsible and provides no warranty benefits, for any damage or condition resulting from circumstances beyond GULF COAST's control including any of the following:

1. PRODUCT which has been installed beyond the water's edge.
2. Significant differences in insulation below PRODUCT.
3. Fire or other casualty or physical damage.
4. Harmful fumes or foreign substances in the atmosphere or standing water.
5. Improper treatment or defects in the substrate metal or in its fabrication, or embossing.
6. Where materials or items are attached or adhered to the PRODUCT (including but not limited to snow guards and solar panels).
7. Damage from wind, deliberate damage, improper handling by erectors, or damage from abrasive or chemical cleaners.
8. Failure to install or handle PRODUCT in accordance with applicable building codes, product approvals, and the manufacturer's specifications and instructions as outlined in the then-current published technical data sheets and/or installation guides.
9. Embossing that fractures or severely stretches the film (film is diminished at the point of emboss by greater than 0.2 mils).
10. PRODUCT which has been damaged due to moisture entrapment during storage or which has been stored or installed in such a way that allows standing water on the coating.
11. Failures or damage resulting from corrosion at cut/bare edges or failure of the metal substrate. Development of any other condition between the coating and the substrate which causes the coating to degrade or delaminate, including any failure or deficiency in the cleaning process.
12. PRODUCT which has been stored/installed in such a way that allows contact with animals or animal waste.
13. Mishandling of PRODUCT, including abuse, alteration, modification, improper use, or storage.
14. PRODUCT installed in areas subject to fallout of or exposure to corrosive chemicals, ash, fumes, cement dust, animal waste, or its decomposition by-products, fallout from copper, lead, nickel or silver mining or refining operations and carbon black.
15. Conditions and circumstances where corrosive fumes or condensation are generated or released inside the building.
16. Installation in areas subject to water run-off from lead or copper flashing or piping or areas in contact with lead or copper or lumber containing same.

SECTION C: WHAT MUST CUSTOMER DO TO KEEP THIS LIMITED WARRANTY COVERAGE?

1. CUSTOMER shall perform a "sweet water" / fresh tap water rinse twice a year, or more frequently as needed, to avoid salt residue accumulation in accordance with AAMA 610.1.1979. The product must not be cleaned with abrasive or chemical cleaners. The building owner shall maintain records of the maintenance.
2. CUSTOMER shall exercise diligence in inspection of PRODUCT received from GULF COAST so as to mitigate repair or replacement. No warranty shall apply to panels that are installed despite containing defects discernable by reasonable inspection.
3. Claims shall be reported by CUSTOMER within 30 days of discovery to GULF COAST, and shall be reported in writing. GULF COAST shall be given reasonable opportunity to inspect the PRODUCT claimed to be defective CUSTOMER must demonstrate that the defective materials were sold by GULF COAST by means of proper identification of the material involved, to include date of shipment by GULF COAST, date of installation, and GULF COAST invoice number.

SECTION D: EXCLUSIVE REMEDIES

CUSTOMER's exclusive remedy and GULF COAST's sole liability for non-conforming PRODUCT shall be limited to:

GULF COAST will pay for labor and material reasonably necessary to repaint, repair or replace, at GULF COAST's sole option, the non-conforming PRODUCT. GULF COAST's liability 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 this limited warranty fails of its essential purpose. This warranty will continue to apply to any PRODUCT that was repainted, repaired or replaced due to a warranty condition, but only for the unexpired portion of the warranty period applicable to the original part.

SECTION E: LIMITATION OF LIABILITY

THE LIABILITY OF GULF COAST SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY SHEET TO CONFORM TO THE PROVISIONS OF THIS LIMITED WARRANTY. GULF COAST SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PANEL OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE TO ANYONE BY REASON OF THE FACT THAT SUCH PANELS SHALL HAVE BEEN DEFECTIVE.

THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDED BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES, ARE MADE, AND ANY SUCH OTHER WARRANTIES EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. CUSTOMER WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST THE SELLER, AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF GULF COAST. GULF COAST SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. GULF COAST HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY.

SECTION F: OTHER TERMS

No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, and no course of conduct or performance, in any way purporting to modify this limited warranty or to waive GULF COAST's rights hereunder, shall be binding on unless the same be clearly set forth in a writing that expressly refers to this limited warranty and expressly refers to having such effect upon this limited Warranty, and is signed by the authorized representative of GULF COAST.

This limited Warranty is extended to Customer as the original purchaser from GULF COAST and is non-transferrable and nonassignable, and may not be enlarged in its scope by any representative, sales person, agent or other employee GULF COAST. No rights against GULF COAST shall be created by any purported transfer or assignment. This provision is a material term of this Warranty and its violation or breach by CUSTOMER or any of CUSTOMER's agents or representatives shall void and cancel this Warranty for all purposes.

CUSTOMER acknowledges that GULF COAST is not the manufacturer of either the metal or the coating warranted herein and agrees that all issues arising from or related to the exceptions set forth herein shall be determined finally and conclusively as to the CUSTOMER, by the original manufacturer.

Notwithstanding anything in this limited warranty to the contrary, with respect to PRODUCT, in no event shall the warranty obligations of GULF COAST to CUSTOMER exceed the limited warranty obligations of GULF COAST's supplier of PRODUCT (SUPPLIER) extended to GULF COAST (a copy of which will be provided to Customer upon request), and, in the event SUPPLIER is not in legal existence at the time of a Customer warranty claim hereunder, or otherwise fails (for any reason) to make good on its limited warranty obligations extended to GULF COAST with respect to such warranty claim, GULF COAST shall have no warranty obligations to CUSTOMER under this limited warranty with respect to such warranty claim.

The substantive law of the State of Florida shall exclusively govern the rights and duties of the parties under this Agreement. All claims and disputes arising under or relating to this limited Warranty are to be settled by binding arbitration in Dixie County, Florida or another location mutually agreeable to GULF COAST and CUSTOMER.