



PRODUCT WARRANTY



40/30 YEAR

SILICONIZED MODIFIED POLYMER (SMP) PAINT PAINTED AZ-50 STEEL 40/30 YEAR LIMITED WARRANTY

Gulf Coast Supply & Manufacturing, LLC (GULF COAST) is pleased to offer this forty (40) year limited warranty to the herein identified customer (CUSTOMER) concerning sales of paint coated roofing and siding panels (PRODUCT) installed in the continental United States.

SECTION A: WHAT IS COVERED BY THIS LIMITED WARRANTY?

Although it is recognized by GULF COAST and CUSTOMER that most paint coatings, including the paint coatings applied to PRODUCT, will fade and change appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, GULF COAST warrants that the paint coating on PRODUCT will conform to the performance standards listed below under normal atmospheric conditions.

1. For 40 years from the date of installation, paint coating on PRODUCT will not peel, flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation. Note: Slight crazing or cracking may occur on roll formed edges or break bends at the time of forming and is considered as standard – such crazing or cracking shall not constitute a basis for complaint under this limited warranty;
2. For thirty (30) years, sidewall panels of PRODUCT will not change color more than five (5) delta E Hunter units and roof panels will not change more than seven (7) delta E Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964; and
3. For thirty (30) years, sidewall panels of PRODUCT will not chalk more than a number eight (8) rating and roof panels more than a number six (6) rating when measured per ASTM D 4214, Method A

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

This is a paint weathering limited warranty and does not apply to other causes of degradation, including:

1. PRODUCT which has suffered scratching or abrasion or has been damaged by abrasive or chemical cleaners; has been abused, altered, modified, used in a manner not originally intended, or stored contrary to recommendations of GULF COAST, the paint manufacturer, or the coil coater, or contrary to good industry practice as discussed in "Tool Kit #1: Preventing Job Site Storage Corrosion on Prepainted Building Panels," published by the National Coil Coaters Association; has been damaged due to moisture entrapment in coil and/or bundles during transit or storage, has been stored or installed in a way which allows standing water on the coating or in any chemically aggressive environment (containing such substances as fumes, ash, salts, dirt, grease, or high humidity); has been stored or installed in such a way that allows contact with animals and/or animal waste or its decomposition products; has suffered from improper forming, fabrication or embossing; corrosion of the substrate and/or corrosion at cut edges; or develops any other condition between the coating and the substrate which causes the coating to degrade or delaminate.
2. PRODUCT which has not been installed 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.
3. PRODUCT which is installed within 1000 meters (3250 feet) of either a salt water or brackish shoreline at mean high tide or other marine environment.

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

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. Claims must be reported within 30 days of discovery to GULF COAST, and shall be reported in writing. GULF COAST shall be given a reasonable opportunity to inspect the PRODUCT claimed to be defective. CUSTOMER must prove that the defective materials were sold by GULF COAST by means of proper identification of the material involved in the claim, including date of shipment by GULF COAST, date of installation and GULF COAST invoice number.

SECTION D: EXCLUSIVE REMEDY

If PRODUCT fails to comply with this limited warranty, due to any defect in material or workmanship, GULF COAST will bear the full cost of labor and material to replace or refinish the defective portion of the field installation. The decision whether to replace or refinish to remedy an honored claim will be made at the sole discretion of GULF COAST and GULF COAST's material supplier. If GULF COAST's and GULF COAST's material supplier's investigation indicates that the claimed defect is not covered by this limited warranty, CUSTOMER shall reimburse all of GULF COAST's third-party expense incurred in connection with the investigation of the claim. This warranty also applies to the part(s) being repainted, repaired or replaced, but only for the unexpired portion of the Warranty time period applicable to the original coil coated part.

SECTION E: EXCLUSION OF OTHER WARRANTIES

THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, AND WHETHER WRITTEN OR ORAL. Correction of non-conformities in the manner and for the period of time provided herein shall constitute fulfillment of all liabilities of GULF COAST to customer with respect to or arising out of the good whether based on contract, negligence, strict liability in tort, or otherwise.

SECTION F: LIMITATION OF LIABILITY

GULF COAST shall not, under any circumstances be liable for special or consequential damages, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims for business or service interruptions. The remedies of CUSTOMER set forth herein are exclusive.

SECTION G: OTHER TERMS

CUSTOMER agrees that its use of PRODUCT is made in reliance upon this limited warranty and not upon any other written or oral representation of GULF COAST. This limited warranty cancels and supersedes any other warranty or statement of performance made in the past or in the future by GULF COAST unless such statement is subsequently made in writing as an express amendment of this document.

This is the complete and exclusive warranty. Is it issued only to CUSTOMER as the original owner of PRODUCT and is not assignable to any other party. As an inducement for GULF COAST to make this limited warranty, customer also agrees that it will not state or imply that the warranty from GULF COAST is transferrable or assignable.

Notwithstanding anything in this limited warranty to the contrary, with respect to (PRODUCT), in no event shall the warranty obligations of GULF COAST SUPPLY to CUSTOMER exceed the limited warranty obligations of GULF COAST's supplier of PRODUCT (SUPPLIER) extended to GULF COAST SUPPLY (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 SUPPLY with respect to such warranty claim, GULF COAST SUPPLY shall have no warranty obligations to CUSTOMER under this limited warranty with respect to such warranty claim.

The rights and obligations of the parties hereunder shall not be governed by the provisions of the UN convention on contracts for the International Sale of Goods; rather, these rights and obligations shall be governed by the laws of the State of Florida, USA. Any controversy or claim arising out of or relating to this contract shall be determined by arbitration on accordance with the Commercial Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be three. The place of arbitration shall be the County of Dixie, Florida USA. The language of the arbitration shall be English.