



## PRODUCT WARRANTY



# 35 YEAR

## PVDF PAINTED STEEL

PAINT FILM INTEGRITY **35-YEAR LIMITED WARRANTY**  
PAINT FADE & CHALK **35-YEAR LIMITED WARRANTY**  
STEEL SUBSTRATE **25-YEAR LIMITED WARRANTY**

**Gulf Coast Supply & Manufacturing, LLC (GULF COAST) is pleased to offer this thirty-five (35) year limited warranty to the herein identified customer (CUSTOMER) concerning sales of PVDF (COATING) coated AZ50 steel roofing and siding panels (PRODUCT) installed in the Continental United States.**

### SECTION A: WHAT IS COVERED BY THIS LIMITED WARRANTY?

1. Subject to the provisions contained herein, GULF COAST warrants that for **thirty-five (35) years** from installation, COATING will not chip, crack, peel, flake or check (except for such slight crazing or cracking as may occur on tightly roll-formed edges or break bends at the time of roll forming or other fabrication of pre-painted sheet or coil and which is accepted in the industry as standard).
2. Subject to the provisions contained herein, GULF COAST warrants that for **thirty (35) years** from installation, when installed vertically or not more than eighty-six degrees (86°) from the vertical, the COATING will not chalk in excess of ASTM D-4214-89 method 0659 number eight (8) rating, or change color more than Five (5.0) Hunter BE units as determined by ASTM method D-2244-2. Color change will 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 surface.
  - A. Due to pigment limitations, Regal Red, Matte Black, and US Antique Black are covered by a number eight (8) rating for chalk and five (5) Hunter BE units for fade for a period of ten (10) years from installation. Copper and other metallic colors have no rating available for color change.
  - B. This Warranty applies solely to GULF COAST "inventoried stock"
3. For **twenty-five (25) years** from the date of shipment of PRODUCT from GULF COAST's vendor to GULF COAST, PRODUCT will not as a result of corrosion: rupture, fail structurally or perforate when installed at least **1500ft** from salt or brackish water.

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

1. GULF COAST is not responsible for and provides no warranty for damage or conditions resulting from circumstances beyond GULF COAST's control, to include, without limitation:
  - A. Installation subject to sea spray, within 1500 ft. of salt or brackish water, or subject to constant spraying of water.
  - B. Intermittent or continual submersion in water or any other liquid or solid material.
  - C. PRODUCT installed in areas subject to fallout of or exposure to unusual fumes or foreign substances in the atmosphere or standing water. To include, without limitation, corrosive chemicals, ash, fumes, cement dust, animals, animal waste or its decomposition by-products, copper, lead, nickel, silver, fallout from mining or refining operations and carbon black.
  - D. Conditions and circumstances where corrosive fumes or condensation are generated or released inside the building.
  - E. Installation in areas subject to water run-off from lead/copper flashing/piping or areas in contact with lead/copper or lumber containing same.
  - F. The presence of green or wet lumber, damp insulation or other corrosive materials in contact with or close proximity to PRODUCT.
  - G. PRODUCT which is stored or installed in a way that allows for poor air circulation.
  - H. 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.
  - I. Where materials/items are attached/adhered to PRODUCT (e.g. snow guards or solar panels).
  - J. Failure to remove debris from overlaps and all other surfaces of PRODUCT.
  - K. Mechanical, chemical or other damage sustained during shipment, storage, forming, and fabrication, during or after erection.
  - L. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
  - M. Deterioration of PRODUCT caused directly or indirectly by contact with fasteners. Selection of suitable long-lasting fasteners to be used with PRODUCT rests solely with CUSTOMER.
  - N. Slopes of roof or sections of the roof flatter than 1/4:12.
  - O. Bends less than 2T for sheet thickness 0.030" and thinner and less than 4T for sheet thickness 0.031" and thicker, or forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension.
  - P. Cut edge corrosion.
  - Q. Fire, other casualty or physical damage, damage from wind, deliberate damage, improper handling by erectors, or damage from cleaners
  - R. Mishandled PRODUCT, e.g., ANY PRODUCT WHICH HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED OR STORED CONTRARY TO GULF COAST'S INSTRUCTIONS.
  - S. Embossing that fractures or severely stretches the film (i.e. film is diminished at the point of emboss by greater than 0.20 mils).
2. This warranty does not cover damage or deterioration which occurs prior to installation, including, without limitation, damage occurring during shipment of the PRODUCT to the jobsite or during storage at the jobsite.
3. GULF COAST does NOT warrant that COATING will weather uniformly. COATING may fade or chalk non-uniformly under normal conditions, and uneven weathering, fading, or chalking is NOT covered by this warranty.
4. In the case where metal coil or flat sheets are supplied by GULF COAST and the finished PRODUCT is roll formed or otherwise fabricated by another entity, GULF COAST shall have no liability for damage which GULF COAST attributes to the fabrication process by another entity.

### **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.
4. CUSTOMER shall exercise diligence in inspection of PRODUCT when received from GULF COAST so as to mitigate repair or replacement. No warranty shall apply to PRODUCT that is installed despite containing defects discernable by reasonable inspection.

### **SECTION D: EXCLUSIVE REMEDY**

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

For warranty conditions 1. and 2.:

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.

For warranty condition 3.:

GULF COAST will furnish to CUSTOMER, FOB CUSTOMER's job site, sufficient PRODUCT to enable CUSTOMER to replace the defective panels, or reimburse CUSTOMER for original cost of the defective PRODUCT, at GULF COAST's sole option.

All Warranty work will be performed by GULF COAST or any company, dealer, contractor, applicator or distributor selected by GULF COAST. Since there may be a color variance between the replacement or repainted Product and the originally installed product due to normal weathering (i.e. exposure to sunlight and extremes of temperature and weather) of the originally installed PRODUCT, this condition shall not be indicative of a defect.

### **SECTION E: EXCLUSION OF OTHER WARRANTIES**

THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES ARE MADE, AND ANY SUCH OTHER WARRANTIES ARE 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: LIMITATION OF LIABILITY**

THE LIABILITY OF THE SELLER SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY PRODUCT 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.

### **SECTION G: 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 no assignable, and may not be enlarged in its scope by any representative, sales person, agent or other employee of 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.

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. 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.

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 Alachua County, Florida or another location mutually agreeable to GULF COAST and CUSTOMER. 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 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 in 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 Alachua, Florida USA. The language of the arbitration shall be English.