

28 Gauge OMNI Series Painted Warranty

Everlast Roofing, Inc., Lebanon, PA, hereinafter referred to as "Everlast" or "Seller," guarantees that within the continental United States under normal outdoor atmospheric conditions (which term excludes corrosive or aggressive atmospheres including, but not limited to those contaminated with chemical fumes or salt spray) will not cause the exterior side paint on its pre-painted Everlast™ II and Everdrain™ OMNI Series product to:

1. Crack, check, or peel (lose adhesion) for fifty (50) years.
2. Chalk in excess of a numerical rating of eight (8) for vertical siding panels or a numerical rating of six (6) for roofing and non-vertical siding panels for a period of thirty five (35) years when measured in accordance with the standard procedure specified in ASTM D-4214 (latest). **NOTE:** Chalk refers to the formation of loose, removable powder evolved from the coating itself upon breakdown of its resin or binder. The test merely utilizes dark or light colored felt rubbed against the surface to pick up a measurable amount of the chalk which is then compared to a standard. On a scale of 10 (best) to 0 (worst), a rating of eight is considered a moderate amount of chalk, while a rating of two would represent extreme chalk.
3. Fade or change in color in excess of five (5) units of color difference (Hunter E units) for vertical siding panels or in excess of seven (7) units of color difference (Hunter E units) for roofing and non-vertical siding panels for a period of thirty five (35) years when measured in accordance with the standard procedure specified in ASTM D-2244 (latest) paragraph 4.3, on a washed test area. **NOTE:** Most coated surfaces, when exposed to the sun, will fade to some degree over a period of time. Five Hunter E units is a noticeable, but not usually objectionable, degree of color change. Colors may also darken or change hue rather than fade, particularly on exposure in polluted environments. The Hunter E units are intended to apply to color change in either direction in comparison with the original or unexposed color. It is understood that fading or color change may not be in uniform if the surfaces are not equally exposed to the sun and elements. For purposes of determining whether an exposed coated panel meets the standards set forth in above paragraph, all chalk, dirt and other film deposits on the area of the panel to be tested for color must be removed by washing prior to evaluation. To wash test area, use a pad of 28/24 mesh cheesecloth and distilled water with mild soap or detergent cleaner. Wet the cheesecloth thoroughly with the solution and rub it, using moderate hand pressure, over an area of panel approximately 4" x 4". Care must be taken to avoid any scratching, burnishing or other physical alteration of the coating surface. After washing as described above, flush off the test area with distilled water and allow to air dry in a vertical position.
4. Exhibit accumulations of red rust caused by acid rain for a period of fifteen (15) years. Quantities that result in discoloration clearly visible in casual observation, except that this provision shall not apply to any accumulation of red rust which occurs within one-half inch of any portion of the coated surface which is cut or penetrated at any time after application of the pretreatment and paint system to the substrate.
5. Leak as a result of perforation by red rust or corrosion caused by acid rain of Omni Series painted panels for twenty-five (25) years, except that this provision shall not apply to any perforation which occurs within three-quarters of an inch of any portion of the coated surface which is cut or penetrated at any time after application of the paint system to the substrate. This warranty applies only to leaks resulting from perforations caused by rust or corrosion which is established to the reasonable satisfaction of Seller to have been caused by acid rain. Any other losses, damage or expenses, whether direct, incidental or consequential, caused by acid rain or any other corrosive or aggressive atmosphere, such as those contaminated with chemical fumes or salt spray, are excluded from this warranty.

TERMS AND CONDITIONS

1. DURATION OF WARRANTY

The paint coating of Everlast roofing and siding panels is guaranteed to perform in the manner described above for 50 years of the structure for crack, check, or peel, or 35 years for chalk and fade, or 15 years for red rust, or 25 years for perforation from the date such panels are installed by Buyer, provided installation occurs within six months from the date of application of coating by Seller's coating facility. In no event shall the guarantee extend beyond 35 years and 6 months for chalk and fade, or 15 years and 6 months for red rust, or 25 years and 6 months for perforation, from the date of application of coating by Seller's coating facility.

2. CONSTRUCTION CONDITIONS

NO EXPRESS WARRANTY AND NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE shall apply:

- (a) to roofing having a pitch of less than 2 1/2:12.
- (b) to roofing or siding panels applied without protection over lumber which has been treated with preservatives or fire resistant salts, regardless whether such treatments are occasioned knowingly or without the knowledge of the buyer, the owner, or any other party. This exclusion includes, but is not limited to, lumber which has been treated with ACQ (Alkaline Copper Quaternary), CA (Copper Azole), CBA (Copper Boron Azole), pentachlorophenol, CCA (Chromated Copper Arsenate) salts, creosote, fluor chrome arsenate phenol, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in this exclusion shall be defined as any barrier which prevents the transfer of moisture and salts between the treated lumber and Everlast's roofing and siding material.
- (c) failure to properly insulate the products between any dissimilar metals, contact with the ground, animal wastes, decaying materials or wet absorptive materials.
- (d) abnormally corrosive atmospheric conditions. This exclusion includes, but is not limited to, contamination from external sources such as manufactured chemicals and salt spray defined as within 1,500 feet of a salt water environment, sustained exposure with animals or animal waste, and internal contamination created by improper ventilation (design or operational defects) or improper housekeeping, as defined by current Midwest Plan Service publications.

3. BUYER'S OBLIGATIONS

- (a) Buyer shall inspect material received from Seller prior to installation so as to mitigate expense involved in repairing, repainting or replacing defective sheets.
- (b) Any claim on account of a defect in the product or for any other cause whatsoever shall be deemed WAIVED by Buyer unless written notice thereof is given to Seller within 30 days after discovery of the defect and within the applicable guarantee period. Seller shall be given reasonable opportunity to investigate all claims, and no products shall be returned to Seller without Seller's inspection and approval and receipt by Buyer of written shipping instructions from Seller.
- (c) To be effective, Buyer's notice shall include such records as may enable Seller to establish the Everlast invoice number, date of shipment by Everlast, and the date of installation in the form of roofing panels of the claimed defective sheet. 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 such evidence that establishes that any claimed defect was due to a breach of the guarantee stated herein.
- (d) To be effective, the panels, including the underside of overhangs, must be cleaned on a regular basis not to exceed an annual cleaning. Vegetation must be kept cleared away from contacting the panels. Product must not be cleaned with an abrasive or chemical cleaner. Dirt or gravel must be kept away from the panels. Anything that would cause prolonged contact with moisture must be cleared away from the panels.

4. EXCLUSIVE REMEDY

- (a) If it is determined to Seller's reasonable satisfaction, upon inspection, that a sheet is defective, Seller shall have the right to either repair, repaint or replace the defective sheet utilizing such normal materials, methods and workmanship as are needed to fulfill the original performance guarantee but without extension of the duration thereof. Seller's liability and Buyer's exclusive remedy under this guarantee shall be limited to repair, repainting or replacement as Seller may elect. In fulfillment of its guarantee, Seller shall in no event be liable to incur costs which exceed Seller's price for the defective sheet.
- (b) Buyer hereby WAIVES all remedies not expressly provided herein including, but not limited to, damages for injury to person or property and incidental and consequential damages for loss of use, revenues, or profit.



10 Enterprise Court, Lebanon, PA 17042
24 JR Mains Drive, Bridgton, ME 04009
7180 N 050 E, Howe, IN 46746
Effective Date: August 22, 2011

5. EXCLUSION OF WARRANTIES

(A) This warranty covers only panels erected in the continental United States, Alaska and Canada, which are exposed to normal weather and atmospheric conditions.

(B) This warranty is for the benefit of the original purchaser only and is not transferable or assignable.

(C) This warranty does not apply to defects or failures which arise out of any of the following:

1. The formation of rust on the panel edges less than one-half inch of any portion of the coated surface which is cut or penetrated at any time after application of the pretreatment and paint system to the substrate.
2. Acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, radiation, harmful gases, harmful fumes, salt atmosphere or standing water due to failure to provide adequate slope and drainage.
3. Failure to properly insulate panels from copper, lead, and other dissimilar metals, contact with damp insulation, debris, soil, vegetation, animal waste, decaying materials, wet absorptive materials, concrete or other foreign or corrosive materials from contact with or in close proximity to the panel.
4. Use in manner not intended or improper storage or handling, including but not limited to damage from condensation on the panels attributable to improper handling.
5. Failure of the metal substrate.
6. Minute fracturing which may occur in proper fabrication of the building parts.
7. If panels are applied without protection over lumber which has been treated with preservatives or fire resistant materials, regardless whether such treatments are present with or without the knowledge of the buyer, the owner or any other party. This exclusion shall include, but is not limited to, lumber which has been treated with pentachlorophenol, chromated copperarsenated salts, creosote, fluochrome arsenate phenol, alkaline copper quaternary, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in the exclusion shall be defined as any barrier that prevents the transfer of moisture and salts between the treated lumber and pre-finished metal panel;
8. Abnormal corrosive atmospheric conditions. This exclusion includes, but is not limited to, contamination from external sources such as manufactured chemicals and salt spray, and internal contamination created by improper ventilation (design or operational defects) or improper housekeeping.
9. Discontinuities in the paint film as a result of damage during installation or use of the building e.g. scratches.
10. design flaws that would result in moisture (water) or other foreign materials to accumulate resulting in excessive exposure to moisture or foreign material.
11. Tension-bend staining. Tension-bend staining is a cosmetic issue that does not affect the long-term corrosion protection of the Omni Series under normal atmospheric conditions. As a result, tension-bend stains, although cosmetically noticeable on light colored paint, do not degrade the structural integrity of the roll-formed panel.

(D) Everlast shall have no obligations under this warranty unless and until Everlast receives payment in full for the materials furnished.

(E) The supplier of the paint coating applied to Everlast panels and the applicator of the paint coating has made certain warranties to Everlast which are same (or substantially similar) to the warranties made by Everlast under this limited warranty. This limited warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the coating system warranties made to Everlast.

6. TRANSFERS, ASSIGNMENTS, AND REPRESENTATIONS

This guarantee is extended to Buyer as the original purchaser from Seller and is non-transferable and non-assignable. No rights against Seller shall be created by any 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 guarantee extends or is available to parties other than Buyer, and to the limit of its legal right to do so Buyer shall cause any party to cease and desist of any such misrepresentation. This condition shall constitute a material term of this guarantee and its violation by Buyer shall excuse Seller from its obligations hereunder.

7. TERMINATION

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

8. **MERGER** Oral statements made by Seller's representatives and written descriptions of the products appearing elsewhere than on the face hereof are not warranties and shall not be relied upon by Buyer. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modification hereof, to be effective, shall be in writing, shall expressly refer to this warranty, and shall be signed by an authorized representative of Seller.



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