

ULTRA-CLAD 30 YEAR LIMITED WARRANTY

OWNER:

PROJECT NAME:

PROJECT ADDRESS:

CUSTOMER:

CONTRACTOR:

OF:

INVOICE NO.:

DATE:

DATE WARRANTY BEGINS:

DATE WARRANTY ENDS:

1. COATED METALS GROUP (CMG) hereby warrants to the OWNER that subject to the provisions herein, BASF's Fluoroceram coating to aluminum coil, G90 HDG steel coil or Zinc-Aluminum Alloy steel coil for building parts shall, for the term as listed below, meet the following standards:
 - A. For thirty (30) years from the date of installation, will not crack, check or peel (lose adhesion). However the term "crack" as used herein shall not include minute fracturing of the product which may occur in proper fabrication procedures.
 - B. For thirty (30) years from the date of installation, will not chalk in excess of ASTM D-4214-89 method D659 number eight (8) rating.
 - C. For thirty (30) years from the date of installation, will not change color more than five (5) Hunter ΔE units as determined by ASTM method D-2244-93. 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 surface. It is understood that fading or color changes may not be uniform, if the surfaces are not equally exposed to the sun and elements.
2. If Fluoroceram coating or primer (herein called "products"), used as described herein, should fail to comply with the warranty stated herein, CMG will, after written notice of complaint received by CMG within the warranty period and within thirty days after discovery of the defect by the OWNER and demonstration that the failure was due to a breach of the warranty stated herein, bear the full cost of labor and material for repainting (using standard painting materials and practices but not necessarily the products), repairing or replacing, of any product showing such failure, or at CMG's option, refund of the purchase price of the defective product. The product repainted, replaced, repaired or otherwise restored shall be warranted to the same extent as the unexpired term of the original warranty, and this warranty shall not be deemed to have been extended from the date of such warranty work. At no time does this warranty confer upon the OWNER the right to refinish, replace or restore, without written notice and agreement by a duly authorized agent of CMG. Any unauthorized restoration, replacement or refinishing of the product shall result in this warranty becoming null and void.
3. This warranty applies only to product erected within the continental United States, Alaska, Canada and Mexico which have been exposed to normal weather and atmospheric conditions, and does not apply to failures or defects that are caused as a result of fire, other accidents or casualty, vandalism, radiation, falling objects, direct salt spray, standing water, explosions, harmful fumes and other foreign substances in the atmosphere, mishandling or any other physical damage.
4. This warranty does not extend to any failure of the products caused by improper fabrication practices or equipment use by the CONTRACTOR, and does not cover damage or deterioration resulting from moisture contamination or entrapment or any other contamination detrimental to the coating which occurs prior to installation of the products, including, but not limited to, contamination occurring during shipment of the product or improper storage.
5. This warranty applies only to products manufactured by the CONTRACTOR within six (6) months from the date of shipment thereof by CMG.
6. CMG expressly precludes others from claiming, representing or implying that this warranty extend to or is available to anyone other than the original and first building owner. It is the responsibility of the OWNER to maintain such identification records for purposes of exercising the rights under this warranty throughout the duration of the warranty period. All claims must be submitted in writing to CMG within the warranty period and promptly after the discovery of the claimed defect, describing the defect claimed and referring to this warranty and date of issuance, together with the name of the CONTRACTOR and proof of purchase. This warranty is valid only after receipt of full payment for all warrantable material.
7. Except as provided herein, CMG makes no warranty or guarantee, express or implied, including without limitation warranties of fitness or merchantability, with respect to the products and CMG shall have no other liability to any other person, firm or corporation with respect thereto, including, without limitation, any liability for indirect, consequential or resultant damages, whether based upon breach of warranty or negligence.
8. The terms hereof shall constitute the entire agreement and understanding of the parties hereto respecting the subject matter hereof and no provision or statement contained at any time in any other writing, including, without limitation, customer's purchase orders or CMG's acceptance forms, shall be effective to change the provisions hereof, unless contained in a subsequent agreement in writing signed by both parties expressly stating that is intended thereby to modify or supplement this instrument.

COATED METALS GROUP

By: _____

Date: _____