Metal Sales Manufacturing Corporation
Versa20™ System Warranty

Metal Sales Manufacturing Corporation warrants that under normal outdoor atmospheric conditions (which term excludes corrosive aggressive atmospheres such as those contaminated with chemical fumes or salt spray), the exterior paint on the pre-painted Galvanized panel (including manufactured trims and flashings) sold to you (Buyer), by Metal Sales Manufacturing Corporation (Seller), will meet the following specifications:

Within the United States, Canada or Mexico, north of 15th parallel:

Film Integrity: Film integrity is warranted for a period of 20 years. Versa20-coated panels will not crack, flake, chip or peel (not to be construed to include slight hairline crazing which occurs during fabrication) for a period of 20 years. Distance from salt water environment must exceed 1100 yards for warranty to apply.

Chalk Rating: Will not chalk in excess of number 6 rating on vertical applications of 10 years, a number 5 rating on non-vertical applications of 5 years, as determined by the procedure outlined in ASTM 4214, Method A. Distance from salt water environment must exceed 1100 yards for warranty to apply.

Fade Rating: Will not fade in excess of more than 6 NBS Units on vertical applications for 10 years, a number 7 rating on non-vertical applications of 5 years, when measured per ASTM D 2244 on clean surfaces after removing surface deposits and chalk per ASTM D 3964. Distance from salt water environment must exceed 1100 yards for warranty to apply.

This warranty is subject to the following conditions:

1. Panels shall be warranted only with sufficient slope to prevent the accumulation of standing water and allow water to completely drain.

2. Buyer shall exercise diligence in inspection of material as received from Seller prior to utilization so as to mitigate expense involved in repainting or replacing nonconforming panels.

3. Claim Period and Duties of Buyer in Presenting Claims. Claims for all defects must be made within the warranty period and within thirty (30) days after Buyer discovers the nonconforming panel, and Buyer must give Seller a reasonable opportunity to inspect the material. As a condition precedent to Seller's liability hereunder, Buyer must present, with his claim, records to enable Seller to establish the order number, date of shipment and the date of installation for the claimed nonconforming panel. 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 evidence that establishes any claimed nonconformance was due to a breach of the warranty stated herein.

4. Amount of Liability. Seller's liability for breach of this warranty shall be limited to repainting or replacing of the nonconforming panel utilizing such normal materials, methods and workmanship necessary to provide the stipulated performance remaining under the original warranty for the nonconforming panel. Seller shall have the sole discretion to determine which of the above methods will be used to fulfill its obligation. Seller shall have no liability or obligation whatsoever if payment in full has not been made for any materials. Moreover, if Seller elects to supply replacement panels, Seller shall have no liability for labor costs associated with removing defective panels or replacing same with new panels.

Seller's warranties apply only to panels which have been exposed to normal weather and atmospheric conditions, is limited to the aforementioned defects or failures, and does not apply to defects or failures caused by acts of God, falling objects, misuse, improper assembly, external forces, explosions, fire, vandalism, deliberate destruction or damage, riots, civil commotions, acts of war, radiation or harmful gases or fumes, excessive salt atmospheres, chemicals, and foreign substances (i.e., abnormal quantities of sand or dirt particles) in the air or atmosphere, stored or installed in a way which allows contact with animal and/or animal waste, and regardless of roof or sidewall pitch. Seller's warranty does not apply to panels that have been mechanically perforated, field painted or damaged by snow retention systems or solar panel attachments.

This warranty does not cover failures resulting from edge corrosion (beyond the limits set forth above), or if failure is caused by failure of the metal substrate (beyond the limits set forth above), or conversion coating material. This warranty does not cover occurrences of wet storage stains, steel debris stains, sealant stains, significant differences in insulation or failure of paint adhesion due to wet storage or frost accumulation. Contact with a dissimilar metal such as copper or water containing a dissimilar metal is not covered.

This warranty is prorated covering film integrity. 100% for the first 10 years, then 50% at year 11 and reducing by 5% per year to year 20.

Seller shall not be liable for any special or consequential damages except as may be expressly set out herein. Without limiting the generality of the foregoing, this warranty pertains to product only, and Seller shall not be liable for damages for or relating to labor or loss of use of structure or damage to contents of structure.

5. Transfers, Representations and Assignments. This warranty is extended to Buyer as the original purchaser from Seller and is nontransferable and non-assignable even if Seller's products are sold or otherwise transferred. No rights against Seller shall be created by a 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 warranty extends or is available to parties other than Buyer, and to the limit of its legal rights to do so, Buyer shall cause any party to cease and desist in any such misrepresentation. This condition shall constitute a material term of this warranty and its violation by Buyer shall excuse Seller from its obligations hereunder.

6. Termination. Seller reserves the right to terminate or modify this warranty except with respect to orders which it has already accepted upon the giving of written notice thereof.

7. Waiver of Modification of Seller's Rights. 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 anyway purporting to modify this warranty or to waive Seller's rights hereunder, shall be binding on Seller unless the same be clearly described in a writing that expressly refers to this warranty and expressly refers to having such effect upon this warranty and is signed by an authorized representative of Seller. Moreover, additional liabilities of or limitations upon the rights and remedies of Seller contained in such documents as purchase order acknowledgments which may subsequently be exchanged between parties shall have no force upon this warranty. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.

8. Materiality and General Obligation of Buyer. All obligations of and conditions imposed on Buyer under this warranty shall be deemed material terms of this warranty and any violation by Buyer shall excuse Seller from Seller's obligation hereunder.

9. Embossed Products. Seller makes no warranties regarding any embossed product and no warranties of such product may be implied.

10. Effective Date. The effective date of this warranty shall be the date on which Buyer takes possession of Seller's product.

11. Merger or Other Warranties, Including Merchantability. All other warranties, promises or affirmations of fact including warranties of merchantability and of fitness for a particular purpose are deemed to be merged into the terms of this warranty. The conditions of liability, rights, obligations, and remedies of the parties relating to claims arising from the nonconforming panel shall be governed exclusively by the terms set forth above.

12. Coverage. This warranty will apply only to the Versa20 finish and installed on property within the United States (including Hawaii and Alaska), Canada or Mexico (north of the 15° parallel of latitude in the northern hemisphere). Only Film Integrity coverage applies south of the 15° parallel north. Consult your Metal Sales representative for more information.

EXCEPT AS EXPRESSLY SET OUT HEREIN, METAL SALES MANUFACTURING CORPORATION MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED AND DISCLAIMS ANY AND ALL INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, CONDITION, FITNESS, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF PATENT OR LATENT DEFECTS IN MATERIAL OR WORKMANSHIP, COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, REGULATIONS, SPECIFICATIONS OR CONTRACTS, OR ANY OTHER OBLIGATION ON THE PART OF METAL SALES MANUFACTURING CORPORATION.

Agreed Procedure for Determining Conformation with Specification
For the purpose of determining whether an exposed panel meets the standards set forth above, 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 the test area, use a pad of 28/24 mesh cheesecloth and distilled water and a mild detergent cleaner. Wet the cheesecloth thoroughly with the cleaning solution and rub it, using moderate hand pressure, over an area of the panel approximately 4" x 4". Care must be taken to avoid any scratching, burnishing or other physical alteration of the coated surfaces.

After washing, as described above, flush off the test area with distilled water and allow to air dry.

Failure to keep condensation or moisture from nested materials may result in damage or wet storage stain, voiding this warranty.

If project requires a material/finish warranty to be issued, completely fill out information below and submit to Metal Sales customer.

Project Name: _____

Project Address: _____

Owner Name: _____

Installer Name: _____

MSMC Invoice: _____

MSMC TSM Signature: _____ Date: _____

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