MCELROY METAL STANDARD SILICONE MODIFIED POLYESTER (SMP) AND SMP CRINKLE FINISH LIMITED WARRANTY APPLICABLE PRODUCTS: ALL MCELROY METAL SMP COATED PRODUCTS

McElroy Metal, Inc. ("McElroy") warrants to the purchaser of McElroy panels using standard Silicone Modified Polyester (SMP) coating systems that when used in exterior applications the coating system will meet the following standards. For warranty terms on special and/or non-standard colors, please contact a McElroy representative.

- 1. For a period of 30 years from the date of shipment, the coating system will not crack, check or peel (lose adhesion) to an extent that is apparent on ordinary outdoor visual observation. Failure due to substrate corrosion is not a covered Warranty Condition.
- 2. For a period of 30 years from date of shipment, coating chalks in excess of ASTM D-4214 method A number six (6) rating on horizontally installed (roofing) panels and a number eight (8) rating on vertically installed (sidewall) panels, when properly maintained as described herein, and
- 3. For a period of 30 years from date of shipment, changes color more than seven (7.0) Hunter delta-E units on horizontally installed (roofing) panels and five (5.0) Hunter delta-E units on vertically installed (sidewall) panels as determined by ASTM method D-2244. Exception: Charcoal & Matte Black will not change color more than eight (8.0) Hunter DE units for sidewall applications and eleven (II.0) DE Hunter DE units for roof applications. 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 painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and McElroy Metal does not warrant that color changes will be uniform.

If any panels fail to comply with the coating warranty specifications set forth above, McElroy will pay for labor and material reasonably necessary to repaint, repair or replace, at our option, the metal panels showing the Warranty Conditions. The Warranty Benefits shall not exceed the costs of the then-current panel and labor to replace the affected metal panels (not including any accessories or attachments).

McElroy shall not be held liable for any special, indirect or consequential damages to anyone by reason of the fact that such panels are nonconforming. These Warranties will continue to apply to any metal panels that were repainted, repaired or replaced due to a Warranty Condition, but only for the unexpired portion of the Warranty period applicable to the original part.

All claims filed under this warranty must be presented in writing by the purchaser to McElroy during the warranty period and not more than 30 days after discovery by the purchaser of the problem for which the claim is made. All claims must reference McElroy's invoice number and be sent by registered or certified mail to McElroy Metal at 1500 Hamilton Road, Bossier City, Louisiana 71111.

THIS WARRANTY SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS, LIMITATIONS, AND EXCLUSIONS:

- A. This warranty covers only panels erected in the continental United States, 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 is null and void for any material that is subjected to salt spray or installed on property 1,500 feet or fewer from a salt water environment.
- D. 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;
 - 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 direct contact, fallout or run-off from dissimilar metals such as copper, lead, nickel, stainless steel, etc., contact with damp insulation, chemicals, fumes, ash, debris, soil, vegetation, animal waste, decaying materials, wet absorptive materials, concrete, cement dust, animal waste or other foreign or corrosive materials from contact with or in close proximity to the panel;
 - 4. paint adhesion loss and/or staining as a result of excessive sealant or failure to remove steel debris/iron particles that come in contact with the panel surface;
 - 5. significant differences in insulation below coated metal panel;
 - 6. 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;
 - 7. conditions / circumstances where corrosive fumes or condensates are generated or released inside the building

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- minute fracturing which may occur in proper fabrication of the building parts. Bends less than 2T inside bend diameter for sheet thickness 0.030" and thinner, and less than 4T for sheet thickness 0.031" and thicker;
- 9. slopes of the roof or sections of the roof flatter than 1/4:12;
- 10. 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 copper-arsenate 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;
- 11. 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;
- 12. discontinuities in the paint film as a result of damage during installation or use of the building e.g., scratches;
- 13. attachment or adhesion of materials or items such as snow guards and solar panels to the metal panels;
- 14. damage due to improper forming, scouring, cleaning procedures or use of any bleach-based cleaners;
- 15. any condition, which occurs in any chemically aggressive environment containing salts, or other chemicals, whether naturally occurring or caused by man, are stored/installed in an environment that includes a high degree of humidity, sand, dirt or grease;
- 16. design flaws or elements that would result in moisture (water) or other foreign materials to accumulate resulting in excessive exposure to moisture or foreign material, including dirt, leaves, soil, vegetation, mold, mildew, fungus and rubbish.
- E. McElroy shall have no obligations under this warranty unless and until McElroy receives payment in full for the materials furnished.
- F. The supplier of the Galvalume substrate and paint coating applied to McElroy panels and the applicator of the paint coating has made certain warranties to McElroy which are same (or substantially similar) to the warranties made by McElroy 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 substrate and coating system warranties made to McElroy.

THERE ARE NO OTHER GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION AS STATED HEREIN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE. MCELROY METAL SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS DAMAGES TO THE CONTENTS OR FURNISHINGS OF ANY BUILDING) OR ANY LOSS OF ANY KIND WHATSOEVER.

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