

McELROY METAL, INC
KYNAR 500®
COATING SYSTEM LIMITED WARRANTY
Applicable Products: Milan Steel Shingle

I. WHAT IS COVERED?

The 40-Year, transferable, non-prorated Limited Warranty described in this document (the "Limited Warranty") applies to "Milan brand and accessories ("Products" or a "Product") marketed and sold by McElroy Metal, Inc or its designee. The Limited Warranty commences on the date of installation of the Product.

II. WHO IS COVERED?

A. The original owner of the building upon which the Products are installed will receive the Manufacturing Defects and Hazards portions of this Limited Warranty for as long as they own the building. They will also receive the Chalk and Fade portion of this Limited Warranty. The attached Limited Warranty Registration form must be completed, signed by the owner and the installing contractor, and returned to McElroy Metal within thirty (30) days after the completion of the installation in order for the owner to be entitled to the rights of this Limited Warranty coverage. Upon receipt of the Limited Warranty Registration, McElroy Metal will forward registration confirmation by mail to the building owner.

B. All future owners of the building on which the Products are installed will receive the Manufacturing Defects and Hazards portions of this Limited Warranty for a period of forty (40) years from the date of original installation. They will also receive the Chalk and Fade portion of this Limited Warranty. In order for new owners to be eligible for this coverage, the Application for Limited Warranty Transfer form must be completed and sent to McElroy Metal within thirty (30) days from the date of the real estate title transfer.

C. In all cases, the person making a claim under this Limited Warranty must submit proof of purchase of the Products.

III. WHAT ARE THE TERMS OF THE LIMITED WARRANTY?

A. Subject to all of the terms, conditions, limitations and exclusions set forth herein, McElroy Metal warrants that:

1. **MANUFACTURING DEFECTS:**

The Products are free of manufacturing defects including manufacturing defects that lead to leaks. Furthermore, the Surface Coating and the roofing materials themselves will not crack, check, peel, flake or split.

2. **HAZARDS:**

a. Hail – The Products will resist perforations, chips, splits, cracks, or leaks resulting from hail.

b. Wind – The Products will resist wind uplift in velocities up to 120 miles per hour when installed in accordance with McElroy Metal's recommended installation procedures.

c. Fire – The Products will not support combustion.

3. **CHALK AND FADE:**

a. Chalk – For a period of thirty (30) years from the Date of Installation, the Coating will not chalk more than a number 8 rating, when measured per ASTM D-4214-98, method A.

b. Fade – For a period of thirty (30) years from the Date of Installation, the Coating will not change color more than 5 Hunter DE units, as determined by ASTM D-2244-02. Color change shall be measured on an exposed painted surface that has been cleaned of the 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

B. THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY WHICH IS MADE WITH RESPECT TO THE PRODUCTS. MCELROY METAL SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IV. WHAT IS YOUR REMEDY?

If the Product fails to comply with this Limited Warranty, then McElroy Metal's sole and exclusive obligation shall be to refinish, repair or replace, at McElroy Metal's option, the particular Product which failed to comply with the Limited Warranty. Any refinishing or repair shall be done by McElroy Metal or its approved representatives in accordance with standard industry practices. McElroy Metal shall have no responsibility for any labor or installation costs of anyone other than someone approved in advance by McElroy Metal.

V. WHAT IS NOT COVERED?

This Limited Warranty does not apply to:

1. Minute fractures (crazing) in the Products which may occur during the fabrication or installation of the Products.

2. Products which are exposed at any time to corrosive, aggressive, harmful or other abnormal weather or atmospheric conditions, including, but not limited to, the conditions present in the following areas or circumstances:

(a) areas subject to salt-water marine atmospheres, or to repeated salt spray; (b) areas subject to fallout of, or exposure to, corrosive chemicals, ash, fumes, dust (including cement dust), vapors, animal waste and confinement or other similar items; (c) areas subject to water runoff from copper, lead, nickel or silver flashings or piping or areas in metallic contact with copper, lead, nickel or silver; (d) areas subject to foreign substances, such as sand or dirt particles or other abrasive particles or substances; and (e) circumstances where corrosive fumes or condensates are generated or released inside the building.

3. Damage or failure of any kind to the Product sustained during shipment or storage or during or after installation, including without limitation damage resulting from faulty or improper installation, accidental damage, settlement, structural shrinkage or distortion of the structure, hail, fire, lightning, hurricane, tornado, earthquakes, or other weather of a catastrophic nature as defined by the United States Weather Bureau, damage from cascading ice and snow, abnormal weathering, mildew accumulation, impact of foreign objects, Acts of God, riots, explosions, acts of war or other external forces beyond the control of McElroy Metal.
4. Damage from causes other than ordinary wear and tear, including abuse, negligence, improper treatment, handling or exposure, vandalism, hammering, gouging, carving or other acts which might reasonably be expected to damage the Products.
5. Damage caused by improper or faulty installation of the Products.
6. Damage to the Product caused by alterations made after the completion of the initial installation, including structural changes, equipment installation, painting or the application of cleaning solutions, coatings or other modifications.
7. Deterioration of the Product caused by contact with treated lumber.
8. Any costs which are not authorized in advance by McElroy Metal.

VI. LIMITATION

- A. A color variation may occur between any new replacement Product, in comparison to the originally installed Product, due to normal weathering of the originally installed Product or a color change in the manufacturing process. Such a variance shall not be indicative of a defective Product.
- B. McElroy Metal reserves the right to discontinue or modify any product line or color. If the original Product covered by this Limited Warranty is not available at the time a claim is made under this Limited Warranty, McElroy Metal shall have the right to substitute a Product of substantially equal value or to refund the purchase price for the particular Product which failed.
- C. MCELROY METAL'S TOTAL LIABILITY IS EXPRESSLY LIMITED TO THE REMEDIES DESCRIBED HEREIN, AND MCELROY METAL SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR EXPENSES, WHETHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL, CAUSED BY OR RESULTING FROM DEFECTIVE OR NONCONFORMING PRODUCTS OR FOR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING FROM OR BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, INCLUDING MCELROY METAL'S NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR ANY OTHER CAUSE OR BASIS WHATSOEVER. MCELROY METAL'S TOTAL LIABILITY UNDER THIS LIMITED WARRANTY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE ORIGINALLY INSTALLED PRODUCTS.
- D. McElroy Metal shall have no liability or obligation whatsoever if payment in full has not been made for any Products.
- E. McElroy Metal's total liability shall not exceed the original installed cost of the roof.
- F. No employee, agent or other person (including dealers, distributors or contractors) is authorized by McElroy Metal to assume for it any liability in addition to that set forth in this Limited Warranty.
- G. McElroy Metal reserves the right to amend, modify or terminate this Limited Warranty at any time; provided, however, that such an amendment, modification or termination shall not be applicable to any Products sold by McElroy Metal prior to such termination.
- H. This Limited Warranty is strictly limited to the Milan brand as manufactured by McElroy Metal or its designee. McElroy Metal does not control the installation of its Products and cannot be held responsible for consequential damages caused by misapplication or improper installation, or for damage done to the Product by you or by third parties, by unreasonable use, by the installer, or by failure to provide necessary and proper maintenance. Defects in installation, whether or not sold by McElroy Metal, are warranted, if at all, solely by the installers and/or the manufacturers of related equipment used in the installation. A separate warranty covering installation of the Product may be made available by the installation contractor.
- I. Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights that vary from state to state.
- J. Applicable Law: This agreement shall be deemed to have been made, executed and delivered:
 1. In the United States of America and shall be governed and enforced in accordance with the laws of the United States and the State of Ohio without reference to any conflicts at law rules if the Product is sold and installed in the United States of America; and,
 2. In Canada and shall be governed by and enforced in accordance with the laws of Canada and the Province of Ontario without reference to any conflicts at law rules if the Product is sold and installed in Canada.
- K. If any provision of the Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

VII. WHAT ARE THE PROCEDURES FOR MAKING CLAIMS?

- A. Claims under this Limited Warranty must be made in writing, within thirty (30) days after the date that the damage or defect is first discovered, or reasonably could have been first discovered. Claims must be sent to the following address:

McElroy Metal
Attn: Warranty Registration
1500 Hamilton Road
Bossier City, LA 71111

- B. The notice of claim must include the name, address and phone number of the person making the claim, a description and photos of the alleged damage or defect, the Date of Installation, and the name of the person from whom it was purchased. McElroy Metal may request the submission of additional information. McElroy Metal also has the right to perform field inspection of the Products and must be given a reasonable opportunity to inspect the material.

To register your Milan LIMITED WARRANTY, please complete and mail warranty form in an envelope within 30 days of installation.

To transfer your Milan LIMITED WARRANTY, please call us at 1-800-562-3576.



MILAN STEEL SHINGLE LIMITED WARRANTY REGISTRATION

To register or transfer your MILAN LIMITED WARRANTY, please complete and mail form within 30 days from installation.

McElroy Metal, Attn: Warranty Registration, 1500 Hamilton Road, Bossier City, LA 71111

Home/Business Owner's Name _____

Dealer Company Name _____

Street Address _____

Street Address _____

City, State, Zip _____

City, State, Zip _____

Phone _____

Date _____

Owner's Signature _____

No. of Squares Installed _____ Color of Product Installed _____

Date _____

Installed Cost _____ Date of Installation _____

Below is a short survey to help us better understand you as a MILAN owner. Receiving this information will help us better design and market products in the future. We promise to keep this information private and confidential. Thank you in advance for taking a few moments to answer these questions.

Previous Roof Was:

- Wood Shake / Shingles Fibrous Cement
 Composition Shingles Other:
 Tile New Construction

Your Education:

- High School Diploma Postgraduate Study
 Associate's (2-yr) Degree Master's Degree
 Bachelor's (4-yr) Degree Doctorate

If a Reroof, Old Roof Was:

- Torn Off Roofed-Over

Your Age::

- Under 35 56 -65
 36 - 45 66 - 75
 46 - 55 Over 75

What is Your Favorite. . .

Magazine: _____

Newspaper: _____

Your Profession: _____

Radio Format: Talk Classical Light Sounds

Country Latin Pop Rock Other

Position: _____

Industry: _____

Television Show Format: New Drama Comedy Other

E-Mail Address: _____

Why did you choose Milan? _____

Your Spouse's Profession: _____

Position: _____

Industry: _____

How did you discover Milan? _____

E-Mail Address: _____

Annual Household Income:

- Less than \$30,000 \$61,000 - \$75,000
 \$31,000 - \$45,000 \$76,000 - \$99,000
 \$46,000 - \$60,000 \$100,000 or More