

# DOUGLAS METAL ROOFING, INC.

2141 Broxton Road  
Douglas, Georgia 31533

## POLYESTER COIL COATING SYSTEMS (10) TEN YEAR LIMITED WARRANTY

**Douglas Metal Roofing, Inc.** 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 or Galvalume panel (including manufactured trim and flashings) sold to you, (Buyer), by Douglas Metal Roofing, Inc. (Seller), will meet the following specifications:

**Within the continental United States (including Alaska) and Canada:**

**Film Integrity:** Will not crack, check, or peel (lose adhesion) for ten (10) years. (not to be construed to include slight hairline crazing which occurs during fabrication) .  
**Failure due to substrate corrosion is excluded.**

**Outside the continental United States (including Alaska) and Canada:**

**Film Integrity:** Will not crack, check, or peel (lose adhesion) for ten (10) years. (not to be construed to include slight hairline crazing which occurs during fabrication) .  
**Failure due to substrate corrosion is excluded.**

**This warranty Is Subject To The Following Conditions:**

1. ASTM and NCCA testing procedures will be used in determining the exact cause of failure.
2. Panels shall be warrantied only if they have sufficient slope to prevent the accumulation of standing water.
3. 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.
4. Buyer shall maintain purchase records. These records will be necessary to identify the Polyester coating which will enable quicker access to obtain batch number and application date from the coater. These records shall be produced within reasonable time.
5. **Claim Period and Duties of Buyer in Presenting Claims.** Claims for all defects must be made within the warranty period and within 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 established any claimed nonconformance was due to breach of the warranty stated herein.
6. **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'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, fires, vandalism, deliberate destruction or chemicals, salt spray and foreign substances (ie., Abnormal quantities of sand or dirt particles) in the air or atmospheric, and regardless of roof or sidewall pitch, installation must provide for proper drainage so as not to hold any water. This warranty does not cover if or when metal has been stored or installed in a way that allows for poor circulation, stored or installed in a way that allows for contact with animals or animal waste. This warranty does not cover failures resulting from edge corrosion (usually caused by improper field cutting), or if failure is caused by failure of the metal substrate or conversion coating material. Seller shall not be liable for mishandled products, e.g. ANY PRODUCT THAT HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED, OR STORED CONTRARY TO OUR INSTRUCTIONS. 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 of damage to contents of structure.

7. **Transfers, Representation 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 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 right 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.
8. **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.
9. Buyer shall exercise diligence in inspection of sheets as received from Douglas Metal Roofing, Inc. so as to mitigate repair or replacement.
10. Douglas Metal Roofing, Inc. extends this warranty solely to the Buyer. This warranty is non-transferable and non-assignable.
11. Douglas Metal Roofing, Inc. reserves the right to terminate this warranty at any time (except as to orders already accepted) upon the giving of written notice hereof.
10. **Replacement/Repair Costs:** The buyer shall be responsible for any and all costs that exceeds the original costs to replace any part of warranty work due to inflation or any other increase that may have occurred between the original purchase date and the replacement/repair date.

April 18, 2012