

# 35 Year Trinar Limited Warranty

Everlast Metals extends the following limited warranty in the continental United States that under normal atmospheric conditions (which term excludes aggressive atmospheres such as those contaminated with chemical fumes or salt spray) the exterior paint on its pre-painted Trinar painted coil will meet the following specifications:

**FILM INTEGRITY:** Will not crack, check, blister or flake (not to be constructed to include slight hairline crazing which occurs during fabrication) for a period of thirty-five(35) years and one month.

**CHALK RATING:** Will not chalk in excess of a numerical rating of 8 when measured with the standard procedure specified in ASTM D4214-89, on sidewalls for a period of thirty-five (35) years and one month.

Will not chalk in excess of a numerical rating of 8 when measured with the standard procedure specified in ASTM D4214-89, on roofs for a period of thirty-five (35) years and one month.

**FADE RATING:** Will not fade or change color by more than 5 units of color when measured with the standard procedure of ASTM D-2244, on sidewalls for a period of thirty-five (35) years and one month.

Will not fade or change color by more than 5 units of color when measured with the standard procedure of ASTM D-2244, on roofs for a period of thirty-five (35) years and one month.

## LIMITATIONS ON WARRANTY:

1. This Warranty is extended to the original buyer and is not transferable or assignable.
2. Seller's Warranties apply only to panels which have been exposed to normal weather and atmospheric conditions 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, and regardless of roof or pitch, installation must provide for proper drainage so as not to hold any water.
3. This Warranty does not cover failures resulting from edge corrosion or if failure is caused by failure of the metal substrate.
4. In no event shall the Warranty extend beyond 35 years and one month from the date of shipment of the panels from Seller's plant.
5. This limited warranty does not apply to the following conditions: areas subject to water run-off from lead or copper flashings or areas in metallic contact with lead or copper; areas sheltered from periodic washing by natural rainfall such as underside eaves and soffits; conditions and circumstances where corrosive fumes or condensates are generated or released inside the building; or forming where the bend is tighter than 2T for sheet thickness up to 0.030" (0.75mm) and tighter than 4T for sheet thickness 0.031" (0.76mm) and thicker; the slope of the roof or sections of the roof being flatter than 1/4; 12; forming which involves severe reverse bending or which subjects the coating to alternate compression and tension; failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels; failure to remove debris from overlaps and all other surfaces of sheets and panels; damage to the coating caused by contact with green or wet lumber; wet storage stain caused by water damage or from condensation; presence of damp insulation or other corrosive materials in contact with or close proximity to sheets or panels; deterioration of sheets or panels caused directly or indirectly by contact with fasteners (The selection of suitable long-lasting fasteners to be used rests solely with the buyer).

**Everlast Metals**

10 Enterprise Court, Lebanon PA 17042

Effective Date: January 1st, 2011

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## **BUYER'S OBLIGATIONS:**

1. Buyer must inspect material received from Seller prior to installation as to mitigate expense involved in repairing, repainting or replacing defective product.
2. Any claim on account of a defect in the product or for any other cause whatsoever shall be deemed WAIVED by Buyer unless written notice thereof is given to seller within 30 days after discovery of the defects and within the applicable guarantee period. Seller shall be given reasonable opportunity to investigate all claims and no products shall be returned to Seller without Seller's inspection, approval and receipt by buyer of written shipping instructions from Seller.
3. To be effective, Buyer's notice shall include such records as may enable Seller to establish the Everlast order number, Everlast invoice number, date of shipment by Everlast, and the date of installation in the form of the claimed defective product. 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 such evidence that establishes that any claimed defect was due to a breach of the guarantee stated herein.

## **EXCLUSIVE REMEDY:**

1. If any of Seller's products fail to perform as warranted, the company will, at its option, repaint or replace the defective panels or refund the buyer the price paid for the material. Everlast's total liability is expressly limited to the purchase price of the defective material. Except as provided herein Everlast Metals shall not be liable for any losses, damage or expense, whether direct, incidental or consequential, caused by or resulting from the use of defective or non-conforming products.

## **EXCLUSIVE OF WARRANTIES:**

1. **THE EXPRESS WARRANTIES AND REMEDIES STATED HEREIN ARE THE EXCLUSIVE WARRANTIES AND REMEDIES APPLICABLE TO THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY INCLUDED.**

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