



# WESTERN STATES METAL ROOFING

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WESTERNSTATESMETALROOFING.COM



## SAMPLE PAINT WARRANTIES



### Date Issued:

Customer: Western States Metal Roofing

Address: 901 W. Watkins St., Phoenix, AZ 85007

Phone: 602-495-0048

Issued By: Jasmine Rubio

### STEELSCAPE VINTAGE® Coating Technology Limited Warranty

Steelscape, LLC ("Steelscape") warrants that **Steelscape Vintage®** coated metal ("Coated Metal") and when purchased by Steelscape's customer ("Purchaser"), will retain its film integrity, color and chalk as set forth in the Warranty Table below, provided the Coated Metal has been stored, transported, formed and installed in adherence to the exclusions and limitations portion of this limited warranty.

This limited warranty applies to any **Steelscape Vintage®** coated metal shipped after June 1, 2016 and no previous warranty shall apply to such product. The limited warranty shall extend from the date of installation of the **Steelscape Vintage®** coated metal or from a date six (6) months after coating of the metal, whichever occurs first.

#### Definitions.

1. Film Integrity shall be defined as the absence of peeling, checking, chipping or cracking, except for such crazing or slight cracking as may occur on tightly roll-formed edges or brake bends at the time of forming Coated Metal.
2. Chalk or Oxidation shall be defined as a numerical rating as warranted when measured in accordance with the standard procedures specified in ASTM D4214.

#### THIS LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING EXCLUSIONS AND LIMITATIONS.

All of the following exclusions and limitations constitute material terms of this limited warranty and failure to satisfy any one or more of the conditions by Purchaser, its agents, or representatives shall release Steelscape from its obligations hereunder.

#### Exclusions and Limitations.

1. This limited warranty applies only to Coated Metal installed on buildings within the Continental United States, Alaska, Canada, and Mexico.
2. Corrosion or loss of adhesion as a result of embossing or perforating the Coated Metal is not covered under this limited warranty.
3. This limited warranty does not apply to exterior installations that are sheltered from rainfall or that do not provide drainage.
4. This limited warranty will be null and void unless the Coated Metal has been paid for in full.
5. This limited warranty does not apply in the event of deterioration to the Coated Metal caused directly or indirectly by contact with fasteners.
6. Coated Metal that is improperly installed or maintained is not covered by this limited warranty.
7. This product must not be cleaned with abrasive or chemical cleaners.
8. This limited warranty does not cover any Coated Metal located less than one mile from a salt water and/or marine environment.
9. Non-uniform changes in appearance that result from unequal exposure to sunlight and/or the elements are not covered by this limited warranty.
10. This limited warranty does not cover damages or conditions resulting from circumstances beyond Steelscape's control, including, without limitation, the following: (a) Acts of God, falling objects, explosions, external forces, or fire; (b) Damage caused by improper packaging, handling, shipping, processing, or storage of the Coated Metal prior to installation contrary to good industry practice (NCCA guidelines described in the series titled "How To Fabricate Pre-paint"); (c) Unusual or aggressive atmospheres such as those where the Coated Metal is exposed to or contaminated with harmful or corrosive chemicals or salt spray; (d) Standing or ponding water on the Coated Metal; (e) Significant differences in insulation below the Coated Metal panel; (f) Condensation or other contamination or damage attributable to improper shipping, packaging, handling, processing, or installation; (g) Failures or damage resulting from edge corrosion; (h) Scratching or abrading during or after installation; (i) Prolonged contact with or removal of vegetation, dirt or gravel; (j) Sustained exposure to animals or animal waste; (k) Where the Coated Metal is in contact with, or subject to runoff from, lead; copper; CCA, ACQ, CA or other treated lumber; green or wet lumber; fire retardant treated shakes or shingles; or wet insulation; (l) Mishandling of Coated Metal, including abuse, alteration, modification, improper use or storage; (m) Damage from snow or ice removal or aggressive pressure washing; or (n) Damage or conditions at the point(s) where materials or items such as snow guards and solar panels are attached or adhered to the Coated Metal.

#### Notification of claim; Right of Steelscape to Inspect.

Steelscape must be notified within 30 days after discovery of an alleged condition giving rise to a claim, and Steelscape and its representatives must be allowed an opportunity to inspect and if required, obtain a sample of the Coated Metal. All decisions regarding the existence of conditions affecting this limited warranty will be made by Steelscape and will be final and binding on all parties. The party notifying Steelscape of any defect or claim will reimburse all of Steelscape's third party expenses incurred in connection with the investigation of a defect or claim if it is later determined that Steelscape is not responsible for the problem underlying the defect or claim. In no event will the original warranty period set forth be extended by a warranty claim.

To make a claim or obtain service under this limited warranty, the Purchaser must call Steelscape at 360-673-8200 or submit your claim in writing to Steelscape, LLC, Attn: Claims Administrator, 222 West Kalamia River Rd., Kalamia, WA 98625.

#### Remedy.

Steelscape's liability for breach of this limited warranty shall be limited exclusively to cost of either repairing or replacing non-conforming Coated Metal, or at the sole option of Steelscape, refund the purchase price for any defective Coated Metal to the Purchaser.

Steelscape must approve any recoating of the Coated Metal through submission of three (3) estimates that each includes the name of the coating products to be used, labor and material costs as well as any other costs associated with the work for refinishing or replacing the Coated Metal. Steelscape reserves the right to approve or negotiate the contract for such recoating if the initial

estimate is deemed unacceptable. In no event will the original applicable warranty period set forth in the warranty table be extended by a warranty claim.

In the event of any subsequent failure of any recoated or replaced Coated Metal, Purchaser shall first make any claims against the supplier of those replacement materials.

The warranty period for any refinished or replaced metal substrate shall be only for the remainder of the original Coated Metal's warranty period.

This limited warranty shall automatically expire upon any change or transfer of ownership of the property on which such Coated Metal was originally installed.

#### Maintenance.

The Coated Metal must be washed regularly, either by sweet or tap water or by cleaning with 1/3 cup of Tide® detergent or other common detergent containing less than 0.5% phosphate dissolved in one gallon of water. A clear water rinse should follow immediately. The Coated Metal must not be cleaned with abrasive or chemical cleaners. Cleaning must include the underside of any panel overhang where the underside is exposed to the weather.

#### General Terms and Conditions.

This limited warranty is extended to Purchaser only and shall not inure to the benefit of any other party. Steelscape's name, trademark, or limited warranty shall not be used in any warranty given by the Purchaser to its customers. This limited warranty is non-transferable and non-assignable by Purchaser, and Purchaser shall not permit its agents, representatives, customers, distributors, applicators, or contractors to claim, represent, or imply that this limited warranty extends to or is available to anyone other than Purchaser.

The applicable warranty period shall be limited to, and shall in no event extend beyond, the warranty period as set forth in the Warranty Table or the warranty period extended by the Purchaser to its customers, whichever is shorter. Steelscape reserves the right to terminate this limited warranty at any time upon thirty (30) days advance written notice, except with respect to any Coated Metal which has already been shipped to Purchaser.

EXCEPT AS SET FORTH HEREIN, STEELSCAPE MAKES NO OTHER WARRANTIES WITH RESPECT TO **STEELSCAPE VINTAGE®** COATED METAL, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF QUALITY. ALL WARRANTIES OTHER THAN THIS LIMITED WARRANTY ARE EXPRESSLY EXCLUDED AND DISCLAIMED. TO THE EXTENT LOCAL LAW PROVIDES THAT IMPLIED WARRANTIES MAY NOT BE EXCLUDED OR DISCLAIMED, THOSE WARRANTIES ARE LIMITED IN DURATION OF THE EXPRESS WARRANTY PROVIDED IN THIS LIMITED WARRANTY OR THE SHORTEST DURATION REQUIRED BY LOCAL LAW.

IN NO CASE WILL STEELSCAPE BE LIABLE TO ANY PERSON OR ENTITY FOR PROPERTY DAMAGE OR PERSONAL INJURY IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, OR OTHERWISE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS TO THE BUILDING OR ITS CONTENTS OR ANY OTHER LOSS, REGARDLESS OF THE CAUSE OF SUCH DAMAGE AND WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF STEELSCAPE, EVEN IF STEELSCAPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. STEELSCAPE'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE LESSER OF THE PURCHASE PRICE PAID TO STEELSCAPE FOR THE PRODUCT IN QUESTION OR ANY REMEDY PROVIDED BY PURCHASER TO ITS CUSTOMER.

**Choice of Law.** Any disputes arising under or pursuant to the matters contemplated by this limited warranty, at Steelscape's election, shall be resolved by arbitration or legal process governed by and interpreted in accordance with the laws of the State of California, and shall have exclusive jurisdiction over any such disputes, especially with respect to matters of validity, execution, interpretation, enforcement or compliance

| Type of Environment of Installation  | Film Integrity (Years) | Chalk Rating<br>≥ 8 Rating Vertical |
|--|------------------------|-------------------------------------|
| <b>Residential, Commercial and School</b> – Buildings used for habitation, Distribution Centers, Hotels, Shopping Malls, Office Buildings, Assembly Factories and Schools located in rural or residential areas. | 20                     | 20                                  |
| <b>Industrial</b> – Steel Mills, Power Generating Stations, Oil Fields, Oil Refineries, Ore Mines, Chemical Plants, Paper Mills or other unusual environmental exposure.   | No Warranty            | No Warranty                         |
| <b>Severe Marine</b> – Less than 1 mile from coastline.  | No warranty            | No Warranty                         |

**Notification Prior to Installation:** Purchaser must notify Steelscape of installations that are deemed potential Industrial and/or Severe Marine environment prior to design implementation. Steelscape can then evaluate the installation site and provide specific warranty coverage before installation.

Phoenix: ☎ (602) 495-0048 ✉ sales@westernstatesmetalroofing.com | Washington: ☎ (509) 418-2833 ✉ washington-wsmr@westernstatesmetalroofing.com

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