

40-YEAR Color Coat Limited Warranty

Prepainted SMP Prime Grade Steel Sheets for Building Panels



Metal Building Supply, Inc. (MBS) warrants within the contiguous United States, normal outdoor atmospheric conditions (which term excludes aggressively corrosive atmospheres like those carrying contaminants such as chemical fumes or salt spray), will not cause the exterior color coat on our **NU-MAG 29 and NU-AG 29** panels sold to you (Buyer), by MBS (Seller), to;

(A) MBS warrants the SMP coating system will not peel, check, lose adhesion or crack for a period of forty years, (miniscule fracturing during fabrication may occur and is not part of this warranty). The backer side of the coating system is not covered by this warranty. Any failure due to substrate corrosion is excluded.

(B) MBS warrants the SMP coating system not to chalk within the warrantable period of thirty years in excess of a numerical rating of eight (8) when measured in accordance with the standard procedures specified in ASTM D659-80. Also, not to fade or change within a warrantable period of thirty years in excess of seven (7) E(delta) units (NBS) using a device such as a Color Muse, calculated in accordance with ASTM D2244. 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. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and/or other elements.

This warranty is subject to the following conditions:

1. Roof panels are to be installed per accepted code and shall have a slope on which no standing or ponding water accumulates.
2. Buyer shall exercise due diligence in inspection of material as received from seller prior to installation and accept responsibility for incorrect or visually flawed material which has been cut, altered or installed. If material is not installed within 21 days of purchase it must be **stored out of the weather**. It should be stored inside and not under a tarp or plastic as this will trap moisture causing the sheets to spot rust, thus **voiding your warranty**.
3. Claims for all such defects shall be made within the warranty period and within thirty (30) days after any defects are discovered. Buyer will allow MBS a reasonable time period for material inspection and processing of Buyer's claim, especially when such claim will involve an absent supplier.
4. Amount of Liability: MBS's liability for breach of this warranty shall be limited to the repair, replacement or cash reimbursement of only those panels which fail to meet the above stated standards. Breach based on fade will be prorated based on original purchase price and thirty years from purchase date. Breach based on adhesion will be prorated based on original purchase price and forty years from purchase date. Seller shall have the sole discretion to determine which of any methods will be used to fulfill the seller's obligation. MBS's total liability is expressly limited and not to exceed the purchase price of the panels.
5. This warranty does not apply to failures or damage caused by natural disaster, falling objects, external forces, explosions, civil commotion, fire, riots, acts of war, radiation, caustic gases, chemicals or fumes, excessive atmospheric sodium, excessive sand or foreign substances in the air or atmosphere. Finished installation must provide for proper water shed/drainage regardless of selected roof or sidewall pitch and not allow for any ponding or ground contact not limited to but including soil, rock, debris and gravel. This warranty applies only to top coat painted panel surfaces and does not cover the reverse side finish. MBS does not warrant minor cracking, transit damage, handling damage, fastener damage, damage due to chemically treated lumber or edge corrosion (usually caused by cut edge). Metal shavings allowed to remain on panel surfaces causing oxidation or other contamination related discoloration or sparks coming in contact with the painted surface is not covered by this warranty. This warranty does not cover panels exposed to animal confinement, animal disposal, animal waste, direct salt spray, caustic fumes, corrosive chemicals or crop dusting.
6. Duties of Buyer in Presenting Claims. As a condition precedent to seller's liability hereunder, buyer must present a copy of the invoice with his claim, such as to enable Seller to establish the order number, date of shipment and the date of installation for the claimed nonconforming panels. These records must be verified, be made in the ordinary course of business and be contemporaneous with the events noted therein. Buyer shall also present such evidence that established any claimed nonconformance was due to a breach of the warranty stated herein.
7. Transfers, Representations and Assignments. This warranty is extended to Buyer as the original purchaser from Seller and is transferrable one time (1x) up to 1 year by the Buyer to a Transferee. The original purchase date by the buyer is still determinate in the calculation of proration. Buyer, transferee, its agents or representatives, shall not claim, represent, imply nor permit its customers, distributors, or contractors to claim represent or imply that this warranty extends to or is available to parties other than buyer or transferee, and to the limit of its legal right to do so, buyer or transferee 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 or Transferee shall excuse Seller from its obligations hereunder. A Transferee has no right at any time to transfer this warranty.
8. Termination. Seller reserves the right to terminate this warranty except with respect to orders which it has already accepted upon written notice thereof.
9. Waiver or Modification of Sellers Rights. No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, and no course of conduct or performance, in any way purporting to modify this warranty or to waive Sellers rights hereunder, shall be binding on Seller unless the same be clearly described in a writing that expressly refers to this warranty and expressly refers to having such effect on this warranty and is signed by the authorized representative of Seller. Moreover, additional liabilities of or limitations upon the rights & remedies of Seller contained in such documents as purchase orders or order acknowledgments which may subsequently be exchanged between parties shall have no force upon this warranty. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.

METAL BUILDING SUPPLY INCORPORATED (MBS) MAKE NO WARRANTIES OR GUARANTIES, EITHER EXPRESSED OR IMPLIED BEYOND THE FACT HEREOF: INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS AND MERCHANTABILITY AND SHALL HAVE NO OTHER LIABILITY WITH RESPECT HERETO.

By : _____
Metal Building Supply, Inc. Date

By : _____
Customer Date