METAL BUILDING SUPPLY, INC.

Prime Color Coat Limited Warranty

Prepainted Prime Grade Steel Sheets For Building Panels

Metal Building Supply, Inc. (MBS) warrants that for a period of **forty-five (45) years**, 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** prime panels sold to you (Buyer), by MBS (Seller), to;

(a) Peel, check, flake, chip or crack, (not to be construed to mean slight hairline crazing which may occur during forming or fabrication), for the warranty period on sidewalls and/or roof applications.

(b) 1. Not to chalk in excess of a numerical rating of eight(8) when measured in accordance with the standard procedures specified in ASTM D659-80; or

2. Not to fade or change in excess of five (5) E units (NBS), calculated in accordance with ASTM D2244-85, paragraph 6.3. 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 greater than 2/12 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 or replacement of only those sheets or panels which fail to meet the above stated standards **exclusive of labor, incidental or consequential cost to the contractor or final consumer**. Consideration will be given as to **prorated** performance remaining under the original warranty for the sheet or panels meeting the claim criteria. Seller shall have the sole discretion to determine which of any methods will be used to fulfill it's obligation relevant to applicable law.

This warranty applies only to **NU-MAG 29** prime grade painted panels erected in the contiguous United States limited to the aforementioned defects or failures and 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. This warranty applies only to prime painted panel surfaces and does not cover failures resulting from edge corrosion (usually caused by cut edge), or to failures of the metal substrate or conversion coating material or from metal cuttings or other foreign particles allowed to remain on panel surfaces causing oxidation or other contamination related discoloration. The buyer may have specific rights as provided by state covenant not covered herein which are the sole responsibility or the Buyer to enforce.

5. Duties of Buyer in Presenting Claims. As a condition precedent to sellers 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 sheet. 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 established any claimed nonconformance was due to a breach of the warranty stated herein.

6. Transfers, Representations and Assignments. This warranty is extended to Buyer as the original purchaser from Seller and is **nontransferable** and **nonassignable**. No right against Seller shall be created by any transfer or assignment. Buyer, or its agents or representatives, shall not claim, represent or imply nor permit its customers, distributors, distributors applicators or contractors to claim represent or imply that this warranty extends to 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.

7. Termination. Seller reserves the right to terminate this warranty except with respect to orders which it has already accepted upon the giving of written notice thereof.

8. 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 : _____ By : _____

Metal Building Supply, Inc. Date Customer Date