Painted AKZO 1050
Limited Warranty

Progressive Metals, Cornwall, PA, hereinafter referred to as "Progressive" or "Seller," warrants to Buyer that, subject to the terms of this limited warranty, its pre-painted 26 and 28-gauge steel coils coated with Akzo 1050 paint system will not:

1. Peel, flake, or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation for forty (40) years. NOTE: This warranty does not cover crazing or cracking on roll-formed edges or break ends at the time of forming;
2. Chalk in excess of a numerical rating of eight (8) for vertical siding panels or a numerical rating of six (6) for roofing and non-vertical siding panels for a period of thirty (30) years when measured in accordance with the standard procedure specified in ASTM D-4214 (latest), Method A;
3. Fade or change in color in excess of five (5) units of color difference (Hunter E units) for vertical siding panels or in excess of seven (7) units of color difference (Hunter E units) for roofing and non-vertical siding panels for a period of thirty (30) years when measured in accordance with the standard procedure specified in ASTM D-2244 (latest) on clean surfaces af-fiveter removing dirt, other surface deposits, and chalk per ASTM D 3964. NOTE: Color change may not be uniform if the surfaces are not equally exposed to solar radiation and other elements.

TERMS AND CONDITIONS

1. LIMITATIONS RELATING TO INSTALLATION AND MAINTENANCE: No warranty shall cover failures or damage resulting from anything other than defects in Seller's product, including without limitation failures or damage resulting from:

A. Under-film or edge corrosion, failure of or defects in the metal substrate including corrosion, or the development of any other condition between the coating and the substrate including any failure or deficiency in the pretreatment;

B. Acts of God, falling objects, explosions, fire, external forces, or other circumstances beyond Seller's control;

C. Mishandling of any product, including abuse, modification, improper fabrication, installation, storage, or use;

D. Moisture entrapment in bundles and between the masking and paint finish during transit, storage, or at a construction site;

E. Failure to properly clean and remove organic debris from the product, including but not limited to tree leaves, tree limbs, pine needles, dirt, fungus, and moss;

F. Exposure to animals or animal waste;

G. Scratching, abrasion, denting, or other damage caused by a hard object or by exposure to abrasives or chemical cleaners;

H. Storage or installation that allows standing water on the coating;

I. Storage or installation in any chemically aggressive environment, containing such substances as fumes, ash, salts, dirt, grease, or high humidity;

J. Differences in insulation below the coated metal panel;

K. Attachment or adherence of materials or items to the product;

L. Mixing of lots (i.e. different line runs, different batches of coating) on the same building plane (i.e. same door, wall, or roof).

2. LIMITATIONS DUE TO NON-PERFORMANCE: Progressive has no obligations under this warranty:

A. If Progressive did not receive payment in full for the materials furnished before any covered defect manifested; and/or

B. If the supplier and/or applicator of the paint coating applied to the product can no longer fully perform its obligations under the coating system warranties made by such supplier or applicator to Progressive.

Progressive Metals

PO Box 685 • Cornwall, PA 17016

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3. NOTICE REQUIREMENTS:

A. Any claim under this warranty shall be addressed to the Warranty Department and mailed to Seller at the address for its corporate office that is identified on its website, which is currently 10 Enterprise Court, Lebanon, PA, 17042-8206.

B. 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 containing the information identified in Section 3(c) of this limited warranty is received by Seller within 30 days after discovery of the defect and within the applicable limited warranty period. Seller shall be given reasonable opportunity to investigate all claims, and no products shall be returned to Seller without Seller's inspection and approval and receipt by Buyer of written shipping instructions from Seller.

C. To be effective, Buyer's notice of claim shall include such records as may enable Seller to establish the Progressive invoice number, date of shipment by Progressive, name of distributor or lumberyard from which the materials were purchased. 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 limited warranty stated herein, including without limitation photographs showing the issue.

4. EXCLUSIVITY OF WARRANTIES: THE EXPRESS WARRANTIES STATED HEREIN ARE THE EXCLUSIVE REPRESENTATIONS AND WARRANTIES APPLICABLE TO THE PRODUCTS. ALL IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING ANY IMPLIED REPRESENTATIONS OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DENIED AND EXCLUDED. YOUR RIGHTS MAY VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. CHECK YOUR OWN STATE LAW FOR ADDITIONAL RIGHTS.

5. EXCLUSIVITY OF REMEDY AND DISCLAIMER OF DAMAGES:

A. If it is determined to Seller's reasonable satisfaction, upon inspection, that the product fails to perform as warranted herein, Seller shall have the right, at its option, to either refinish or replace the defective portion of the product utilizing normal materials, methods and workmanship or refund Buyer the price paid for the defective portion of the product as necessary to fulfill the original limited warranty but without extension of the duration thereof. Seller's liability and Buyer's exclusive remedy under this limited warranty shall be limited to refinishing, replacement or refund as Seller may elect. In fulfillment of its limited warranty, Seller shall in no event be liable to incur costs which exceed Seller's price for the defective material. In the event that Seller provides replacement product or a refund of the purchase price, Seller shall not be liable for any labor costs, including any labor costs associated with removing, replacing, or installing product.

B. Except as expressly provided herein, Seller shall not be liable for any losses, damage or expense, whether direct, incidental or consequential, or for loss of use, revenues or profits, and Buyer hereby WAIVES all remedies not expressly provided herein.

C. THIS WAIVER OF DAMAGES APPLIES TO ANY CLAIM OF ANY TYPE, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE, AND REGARDLESS OF THE NATURE OF THE WARRANTY ALLEGED, EXPRESS OR IMPLIED, WRITTEN OR ORAL. Some states do not allow the exclusion or limitation of consequential damages, so the above limitation or exclusion may not apply to you. Check your own state law for additional rights.

6. NON-TRANSFERABILITY OF WARRANTY: This limited warranty is extended to Buyer as the original purchaser from Seller and is non-transferable and non-assignable. No rights against Seller shall be created by any transfer or assignment, nor shall any 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 limited 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 of any such misrepresentation. This condition shall constitute a material term of this limited warranty and its violation by Buyer shall excuse Seller from its obligations hereunder. Notwithstanding the foregoing, if the original Buyer is a natural person (i.e. not a corporation, partnership, association, or other such entity), this Limited Warranty may be transferred once to a new buyer of the property where the product was originally installed, provided that subsequent buyer is also a natural person and that such transfer occurs within 10 years of the original installation. In the event of an applicable transfer, all terms of this Limited Warranty shall continue to apply to the new purchaser for the original duration of the Limited Warranty without extension as a result of the transfer. In the event of a second transfer of the property where the product was originally installed, this Limited Warranty shall be void.

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. MERGER: Oral statements made by Seller's representatives and written descriptions of the products appearing elsewhere than on the face hereof are not representations or warranties by Seller and shall not be relied upon by Buyer. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modification hereof, to be effective, shall be in writing, shall expressly refer to this limited warranty, and shall be signed by an authorized representative of Seller.

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