



RPS Metal Roofing & Siding, Inc.

RPS Metal Roofing & Siding, Inc (RPS) is pleased to offer this twenty-five (25) year limited warranty to the herein identified customer (CUSTOMER) concerning sales of unpainted 55% aluminum zinc roofing and siding panels (PRODUCT) installed in the continental United States.

Section I: What is covered by the Limited Warranty

RPS warrants PRODUCT as follows:

1. For **twenty-five (25)** years from the date of shipment of PRODUCT from RPS's vendor to RPS, PRODUCT will not as a result of corrosion: rupture, fail structurally or perforate when installed at least **1,500'** from salt or brackish water.

Section II: What is not covered by the Limited Warranty?

This Warranty does not apply to PRODUCT exposed at any time to corrosive, aggressive, harmful or other abnormal atmospheric conditions, including but not limited to:

1. Areas subject to fallout of or exposure to corrosive chemicals, ash, fumes, cement dust, animal waste, or its decomposition by-products, fallout from copper, lead, nickel or silver mining or refining operations and carbon black.
2. Conditions and circumstances where corrosive fumes or condensation are generated or released inside the building.
3. Areas subject to water run-off from lead or copper flashing or piping or areas in contact with lead or copper or lumber containing same.
4. Areas subjected to constant spraying of either salt or fresh water.

Other excluded situations

1. Mechanical, chemical or other damage sustained during shipment, storage, forming, and fabrication, during or after erection.
2. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
3. Failure to remove debris from overlaps and all other surfaces of PRODUCT.
4. Damage caused to the metallic coating by improper roll forming, scouring or cleaning procedures.
5. Deterioration of PRODUCT caused by contact with green or wet lumber or wet storage stain caused by water damage or condensation.
6. The presence of damp insulation or other corrosive materials in contact with or close proximity to PRODUCT.
7. Deterioration of PRODUCT caused directly or indirectly by contact with fasteners. Selection of suitable long-lasting fasteners to be used with PRODUCT rests solely with CUSTOMER.
8. Slopes of roof or sections of the roof flatter than 1/4:12.
9. Forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension.
10. Bends less than 2T for sheet thickness 0.030" and thinner and less than 4T for sheet thickness 0.031" and thicker.
11. Cut edge corrosion.
12. This warranty applies only to the substrate and not to any paint coating that may be applied to the metal. A separate warranty is available for all RPS paint coatings.
13. Failure to install or handle PRODUCT in accordance with applicable building codes, product approvals, and the manufacturer's specifications and instructions as outlined in the then-current published technical data sheets and/or installation guides.

Section III: Customer's responsibility to enforce the Limited Warranty

CUSTOMER shall exercise diligence in inspection of PRODUCT received from RPS so as to mitigate repair or replacement. No warranty shall apply to panels that are installed despite containing defects discernable by reasonable inspection. Claims for any breach of warranty must be made within the period of this limited warranty. Claims must be reported in writing to RPS within 30 days of discovery, and RPS shall be given a reasonable opportunity to inspect PRODUCT claimed to be defective. CUSTOMER must prove that the defective materials were sold by RPS by means of proper identification of the material involved in the claim, including date of shipment by RPS, date of installation and RPS invoice number.

Section IV: Remedy

Customer's exclusive remedy and RPS's sole liability for breach of this limited warranty shall be limited to the cost of either repairing non-conforming panels, or at RPS's sole option:

1. Furnishing to Customer, FOB Customer's job-site, sufficient PRODUCT to enable Customer to replace the defective panels; or
2. Reimburse customer for the original cost of the defective PRODUCT.





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Section V: Exclusion of other warranties

THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES ARE MADE, AND ANY SUCH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. CUSTOMER WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST RPS, AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF RPS. RPS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. RPS HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY.

Section VI: Limitation of Liability

THE LIABILITY OF RPS SHALL NOT EXTEND TO PERSONAL INJURY. PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY SHEET TO CONFORM TO THE PROVISIONS OF THIS LIMITED WARRANTY. RPS SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PANEL OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE TO ANYONE BY REASON OF THE FACT THAT SUCH PANELS SHALL HAVE BEEN DEFECTIVE.

Section VII: Other terms

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 limited Warranty or to waive RPS's rights hereunder, shall be binding on unless the same be clearly set forth in a writing that expressly refers to this limited warranty and expressly refers to having such effect upon this limited Warranty, and is signed by the authorized representative of RPS.

This limited Warranty is extended to Customer as the original purchaser from RPS and is non-transferrable and non-assignable, and may not be enlarged in its scope by any representative, sales person, agent or other employee RPS. No rights against RPS shall be created by any purported transfer or assignment. This provision is a material term of this Warranty and its violation or breach by Customer or any of Customer's agents or representatives shall void and cancel this Warranty for all purposes.

Customer acknowledges that RPS is not the manufacturer of either the metal or the coating warranted herein and agrees that all issues arising from or related to the exceptions set forth herein shall be determined finally and conclusively as to the Customer, by the original manufacturer.

Notwithstanding anything in this limited warranty to the contrary, with respect to PRODUCT, in no event shall the warranty obligations of RPS to Customer exceed the limited warranty obligations of RPS's supplier of PRODUCT (SUPPLIER) extended to RPS (a copy of which will be provided to Customer upon request), and, in the event SUPPLIER is not in legal existence at the time of a Customer warranty claim hereunder, or otherwise fails (for any reason) to make good on its limited warranty obligations extended to RPS with respect to such warranty claim, RPS shall have no warranty obligations to Customer under this limited warranty with respect to such warranty claim.

The substantive law of the State of Florida shall exclusively govern the rights and duties of the parties under this Agreement. All claims and disputes arising under or relating to this limited Warranty are to be settled by binding arbitration in Putnam County, Florida or another location mutually agreeable to RPS and CUSTOMER.

