



RPS Metal Roofing & Siding, Inc., (RPS) is pleased to offer this forty (40) year limited warranty to the herein identified customer (CUSTOMER) concerning sales of paint coated roofing and siding panels utilizing Valspar Weather XL Paint Coating (PRODUCT) installed in the continental United States.

Section I: What is covered under this Warranty?

Although it is recognized by RPS and CUSTOMER that most paint coatings, including the paint coatings applied to PRODUCT, will fade and change appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, RPS warrants that the paint coating on PRODUCT will conform to the performance standards listed below under normal atmospheric conditions.

1. For **forty (40) years** from the date of installation, paint coating on PRODUCT will not peel, flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation. Note: Slight crazing or cracking may occur on roll formed edges or break bends at the time of forming and is considered as standard – such crazing or cracking shall not constitute a basis for complaint under this limited warranty;
2. For **thirty (30) years**, sidewall panels of PRODUCT will not change color more than five (5) delta E Hunter units and roof panels will not change more than seven (7) delta E Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964. Furthermore, sidewall panels of PRODUCT will not chalk more than a number eight (8) rating and roof panels more than a number six (6) rating when measured per ASTM D 4214, Method A
3. 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.

Section II: What is not covered under this warranty?

RPS is not responsible for and provides no warranty for damage or conditions resulting from circumstances beyond RPS's control, to include, without limitation:

1. PRODUCT which is installed within 1000 meters (3250 feet) of either salt water or brackish shoreline at mean high tide or other marine environment.
2. PRODUCT which has suffered scratching or abrasion or has been damaged by abrasive or chemical cleaners; has been abused, altered, modified, used in a manner not originally intended, or stored contrary to recommendations of RPS, the paint manufacturer, or the coil coater, or contrary to good industry practice as discussed in "Tool Kit #1: Preventing Job Site Storage Corrosion on Repainted Building Panels," published by the National Coil Coaters Association; has been damaged due to moisture entrapment in coil and/or bundles during transit or storage, has been stored or installed in a way which allows standing water on the coating or in any chemically aggressive environment (containing such substances as fumes, ash, salts, dirt, grease, or high humidity); has been stored or installed in such a way that allows contact with animals and/or animal waste or its decomposition products; has suffered from improper forming, fabrication or embossing; or develops any other condition between the coating and the substrate which causes the coating to degrade or delaminate.
3. PRODUCT which has not been installed 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.
4. In the case where metal coil or flat sheets are supplied by RPS and the finished PRODUCT is roll formed or otherwise fabricated by another entity, RPS shall have no liability for damage which RPS attributes to the fabrication process by another entity.

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. Bends less than 2T for sheet thickness 0.030" and thinner and less than 4T for sheet thickness 0.031" and thicker or forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension.
10. Cut edge corrosion.

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 must be reported within 30 days of discovery to RPS, and shall be reported in writing. RPS shall be given a reasonable opportunity to inspect the 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: Exclusive remedy

CUSTOMER's exclusive remedy and RPS's sole liability for non-conforming PRODUCT shall be limited to:

For warranty conditions 1 and 2:

RPS will pay for labor and material reasonably necessary to repaint, repair or replace, at RPS's sole option, the non-conforming PRODUCT.

For warranty condition 3:

RPS will furnish to CUSTOMER, FOB CUSTOMER's job site, sufficient PRODUCT to enable CUSTOMER to replace the defective panels, or reimburse CUSTOMER for original cost of the defective PRODUCT, at RPS's sole option.

For all warranty conditions, RPS's liability shall not exceed the original purchase price of the affected metal panels (not including any accessories or attachments) or the remedy provided in any other warranty provided to the building owner, whichever is less, even if this limited warranty fails of its essential purpose. This warranty will continue to apply to any PRODUCT that was repainted, repaired or replaced due to a warranty condition, but only for the unexpired portion of the warranty period applicable to the original part. All Warranty work will be performed by RPS or any company, dealer, contractor, applicator or distributor selected by RPS. Since there may be a color variance between the replacement or repainted PRODUCT and that originally installed due to normal weathering (i.e. exposure to sunlight and extremes of temperature and weather) of the originally installed PRODUCT, this condition shall not be indicative of a defect.

SECTION V: Exclusion of other warranties

THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, AND WHETHER WRITTEN OR ORAL. Correction of non-conformities in the manner and for the period of time provided herein shall constitute fulfillment of all liabilities of RPS to customer with respect to or arising out of the good whether based on contract, negligence, strict liability in tort, or otherwise.

SECTION VI: Limitation of liability

RPS shall not, under any circumstances be liable for special or consequential damages, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims for business or service interruptions. The remedies of CUSTOMER set forth herein are exclusive.

SECTION VII: Other terms

CUSTOMER agrees that its use of PRODUCT is made in reliance upon this limited warranty and not upon any other written or oral representation of RPS. This limited warranty cancels and supersedes any other warranty or statement of performance made in the past or in the future by RPS unless such statement is subsequently made in writing as an express amendment of this document.

This is the complete and exclusive warranty. Is it issued only to CUSTOMER as the original owner of PRODUCT and is not assignable to any other party. As an inducement for RPS to make this limited warranty, customer also agrees that it will not state or imply that the warranty from RPS is transferrable or assignable.

Notwithstanding anything in this limited warranty to the contrary, with respect to (PRODUCT), in no event shall the warranty obligations of RPS SUPPLY to CUSTOMER exceed the limited warranty obligations of RPS's supplier of PRODUCT (SUPPLIER) extended to RPS SUPPLY (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 SUPPLY with respect to such warranty claim, RPS SUPPLY shall have no warranty obligations to CUSTOMER under this limited warranty with respect to such warranty claim.

The rights and obligations of the parties hereunder shall not be governed by the provisions of the UN convention on contracts for the International Sale of Goods; rather, these rights and obligations shall be governed by the laws of the State of Florida, USA. Any controversy or claim arising out of or relating to this contract shall be determined by arbitration on accordance with the Commercial Arbitration Rules of the American

The place of arbitration shall be the County of Putnam, Florida USA. The language of the arbitration shall be English.

