



EDGE METAL PAINT & FINISH LIMITED WARRANTY

Warranty No. _____

I. WARRANTY

EXCEPTIONAL Metals, a division of Duro-Last, Inc., (hereafter "Exceptional Metals") grants this Limited Warranty ("Warranty") to the owner ("Owner") of a building containing Exceptional Metals coated or painted edge metal products ("Products") installed by an Exceptional Metals authorized contractor ("Contractor") subject to the conditions, and limitations contained herein. Exceptional Metals warrants for the period of time listed in Exhibit 1, attached to this Warranty, that its standard color products listed in Exhibit 2, attached to this Warranty, will not:

- A. Crack, flake, peel or lose adhesion to an extent that is apparent on ordinary, outdoor, visual observation.
 - 1. Minute fracturing is not covered under this Warranty.
- B. Chalk in excess of the ASTM D-4214 Method A, Number 8 Rating then in effect on the date of sale from Exceptional Metals, when properly maintained as described in accordance with the Exceptional Metals Repair and Maintenance Guide located at www.exceptionalmetals.com/exceptionalmetals/repairandmaintenance
- C. Change color more than 5 Hunter delta e units as determined by ASTM method D-2244 then in effect on the date of sale from Exceptional Metals.

II. EXCLUSIVE REMEDY

If Exceptional Metals, in its sole discretion, determines that its Product has cracked, flaked, peeled, lost adhesion, chalked or changed color as defined by the terms and conditions stated above ("Warranty Conditions"), and all of the other conditions, requirements and limitations of this Warranty have been complied with, then Exceptional Metals will do the following:

- A. Exceptional Metals will pay for the reasonably necessary labor and material to repaint or repair, or in the alternative supply the necessary materials to replace (excluding the cost of labor) – at Exceptional Metals' sole discretion – the Product(s) exhibiting the covered Warranty Conditions ("Warranty Benefits").
 - 1. The Warranty Benefits shall not exceed the original Exceptional Metals' sale price of the affected Products.
- B. There is no new warranty for repainted, repaired or replaced Product(s). The original Warranty will continue to apply to any Product(s) that were repainted, repaired or replaced due to a covered Warranty Condition, but only for the unexpired portion of the original Warranty period applicable to the original Product(s).

III. CONDITIONS

- A. Exceptional Metals is a metal fabricator and not a Contractor or installer. As such, Exceptional Metals cannot control the circumstances, method(s) or manner of application. Therefore, this Warranty applies only when the Product(s) are properly applied and installed according to Exceptional Metals' specifications and installation instructions at the time of installation of the Products.
- B. In order for Owner to make a warranty claim pursuant to this Warranty:
 - 1. Exceptional Metals and Contractor must be paid in full for all Products, the labor to install those Products and any outstanding invoices issued by Exceptional Metals that arise after the installation;
 - 2. Owner, Owner's agents and representatives, and Contractor must exercise reasonable and diligent care and maintenance of the Product, in accordance with the Exceptional Metals Repair and Maintenance Guide located at www.exceptionalmetals.com/exceptionalmetals/repairandmaintenance
 - 3. Owner must notify Exceptional Metals within 30 days of the discovery or appearance of any alleged defect. Owner must notify Exceptional Metals by emailing Warranty@exceptionalmetals.com or by certified mail, return receipt requested to: Exceptional Metals, ATTN: Warranty, 525 Morley Drive, Saginaw, MI 48601.
 - 4. Owner must allow Exceptional Metals and/or Exceptional Metals' authorized agent, the installing Contractor, and representatives of the paint manufacturer access to the building, the roof and the affected Product(s). Owner must reasonably assist Exceptional Metals and the aforementioned parties in determining the cause of the alleged failure.
 - 5. Owner shall provide documentation of proof of purchase.

IV. LIMITATIONS

- A. Minute fracturing, cracking, flaking, peeling or loss of adhesion that is not apparent upon ordinary, outdoor, unaided visual observation from the ground is not covered under this Warranty.
- B. Uneven or non-uniform color changes that do not meet the definition of a Warranty Condition for color change pursuant to Section I) C) of this Warranty.
- C. This Warranty shall only extend to those standard colors expressly approved by Exceptional Metals and listed on Exhibit 2, attached to this Warranty.
- D. Any repaired, repainted or replaced Product(s) under this Warranty are warranted only for the remainder of the original Warranty term for the original Product(s) purchased.
- E. This Warranty applies only to Products installed on buildings within the contiguous forty eight states of the United States and in Canada if installed within 200 miles of the northern border of the contiguous forty eight states of the United States.
- F. Exceptional Metals shall not be liable for any other products aside from Exceptional Metals' Products purchased from Exceptional Metals or an authorized Contractor.
- G. This is a paint and finish warranty only. Exceptional Metals shall not be liable for damages arising from defects in the design or construction of the building, the roof, or roof assembly, aside from its own Products. Exceptional Metals shall not be liable for any condensation in the building or roof assembly or any design defects, including any design defect that results in water penetrating or entering into the roof assembly or building.
- H. Exceptional Metals is **NOT** responsible for and provides no Warranty Benefits or Remedy for any damage or condition resulting from the following:
 - 1. Acts of God, hail, falling objects, explosion, external forces, fire, riot, acts of war, radiation, vandalism, mishandling, or any similar or dissimilar circumstances or occurrences beyond Exceptional Metals' control;
 - 2. Harmful fumes, chemical fumes, foreign substances in the atmosphere, sand abrasions, surface temperatures on the Product which exceed 200 degrees Fahrenheit or salt spray;

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3. Failure to properly install the Product(s) in accordance with Exceptional Metals then in effect specifications and installation requirements, including but not limited to improper or inadequate pretreatment of the substrate metal or significant differences in insulation installed below the Product(s).
4. Product(s) which has or have been damaged due to moisture entrapment during storage or transit (neither at nor from Exceptional Metals) or which has been stored or installed in such a way that allows standing water on the Product(s).
5. Product failure or damage resulting from substrate exposure or corrosion at the cut/bare edges or failure of substrate if not purchased from Exceptional Metals and installed in accordance with Exceptional Metals' then in effect specifications and installation instructions.
6. Development of any other condition between the paint on the Product and any substrate not purchased from Exceptional Metals which causes the Product to degrade or delaminate, including any failure or deficiency in the cleaning process or pretreatment.
7. Products that have been stored or installed in such a way that allows contact with animals or animal waste.
8. Mishandling of the Products or of any substrate, including abuse, alteration, modification, improper use or storage.
9. Attachment or adhesion of materials or items such as snow guards or solar panels to the Product(s).

I. This Warranty does not apply to Products that are subjected to sea spray or installed within 1,500 feet of a salt water environment.

J. Use of any chrome free pretreatment voids this Warranty.

K. This Warranty is not transferable.

L. Any change in the building's use or purpose voids this Warranty.

M. This Warranty shall be governed by the laws of the State of Michigan without regard to principles or conflicts of law. Exceptional Metals and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City (or the closest U.S. District Court thereto within the Eastern District), shall have the exclusive jurisdiction to determine any and all disputes or claims relating to this Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.

N. No claim, suit or other proceeding arising out of or related to the Products or these terms, including without limitation this Warranty, may be brought by Owner or anyone else after one (1) year from the date it accrues.

O. Exceptional Metals does not waive any rights under this Warranty by refraining from exercising its right in full in one or more instances.

THIS WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND EXCEPTIONAL METALS AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE PRODUCT(S).

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS WARRANTY, TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND EXCEPTIONAL METALS TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS WARRANTY. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. EXCEPTIONAL METALS WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.

THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE PRODUCTS OR REGISTRATION OF THE WARRANTY WITH EXCEPTIONAL METALS SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Exceptional Metals or Duro-Last and does not have authority to bind Exceptional Metals or Duro-Last. If any Contractor or sales representative made any statements about Exceptional Metals, its Products, services, obligations or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Exceptional Metals or Duro-Last. Furthermore, no person may change or modify any terms or conditions of this Warranty, unless in writing and signed by an authorized representative of the Owner and by an officer of Duro-Last.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

Owner Name

Signature of Exceptional Metals

Signature of Owner

Printed Name of Exceptional Metals

Name of Building

Contractor Name

Address of Building

Warranty Date

City, State & Zip of Building

Warranty No.

Building Designation

EdgeMetal Paint&Finish 7/24/18



EXHIBIT 1

Warranty Table – Standard Colors*

Film Integrity (Section I) A) From Date of Coating Application	35 Years
Chalking Warranty (Section I) B)) From Date of Installation	30 Years
Color Change Warranty (Section I) C)) From Date of Installation	30 Years

Warranty Table – Metallics*

Film Integrity (Section I) A) From Date of Coating Application	20 Years
Chalking Warranty (Section I) B)) From Date of Installation	20 years
Color Change Warranty (Section I) C)) From Date of Installation	20 years

*** See Exhibit 2 for the list of standard and metallic colors covered under this Limited Warranty**



EXHIBIT 2

List of EXCEPTIONAL Metals Standard Colors covered under this Limited Warranty

Standard Colors

Snow White
Harbor Blue
Light Stone
Hunter Green
Koko Brown
Tundra
Terra Cotta

Hawaiian Blue
Almond
Classic Green
Medium Bronze
Charcoal Gray
Colonial Red
Brite Red

Bone White
Natural Patina
Brownstone
Coal Black
Midnight Bronze
Slate Gray

Metallics

Silver

Copper