Metal Sales Manufacturing Corporation

**MS Colorfast45® Coil Warranty**

Metal Sales Manufacturing Corporation warrants that under normal outdoor atmospheric conditions (which term excludes corrosive aggressive atmospheres such as those contaminated with chemical fumes or salt spray), the exterior paint on the pre-painted Galvanized or Galvalume® coil or flat sheet, which will be fabricated into components for pre-painted metal buildings, invoiced from Metal Sales Manufacturing Corporation (Seller) and is used by Fabricator within 180 days of invoicing, will meet the following specifications:

<table>
<thead>
<tr>
<th>Specification</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Film Integrity</strong></td>
<td>MS Colorfast45 will not crack, flake, chip, or peel (not to be construed to include slight hairline crazing which occurs during fabrication) for a period of 45 years. Distance from salt water environment must exceed 1100 yards for warranty to apply.</td>
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<tr>
<td><strong>Chalk Rating</strong></td>
<td>Will not chalk in excess of number 8 rating on vertical applications or number 7 rating on non-vertical applications for a period of 30 years as determined by the procedure outlined in ASTM 4214 Method A. Distance from salt water environment must exceed 1100 yards for warranty to apply.</td>
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<tr>
<td><strong>Fade Rating</strong></td>
<td>Will not fade in excess of more than 5 NBS Units on vertical applications or more than 6 NBS Units on non-vertical applications for a period of 30 years as determined by ASTM 2244. Distance from salt water environment must exceed 1100 yards for warranty to apply.</td>
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<tr>
<td><strong>Perforation</strong></td>
<td>AZ50 Galvalume-coated steel will not perforate for a period of 25 years. On non-vertical installations, MS Colorfast45 will not exhibit accumulation of red rust caused by acid rain on coated surfaces, for a period of 1) five (5) years on G60 HDG steel, 2) ten (10) years on G90 HDG steel and 3) ten (10) years on AZ50 Galvalume steel beyond 1/2 inch from edge of panel.</td>
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</table>

This warranty is subject to the following conditions:

1. Product shall be warranted only if they have sufficient slope to prevent the accumulation of standing water.

2. Fabricator shall exercise diligence in inspection of material as received from Seller prior to utilization so as to mitigate expense involved in repainting or replacing nonconforming product.

3. This warranty is strictly limited to the product as outlined herein and shall not apply to failures, leaks or consequential damages caused by application of the product.

4. Claim Period and Duties of Buyer in Presenting Claims. Claims for all defects must be made within the warranty period and within thirty (30) days after Buyer discovers the nonconforming product and Buyer must give Seller a reasonable opportunity to inspect the material. As a condition precedent to Seller’s liability hereunder, Buyer and/or Fabricator must present, with his claim, records to enable Seller to establish the order number, date of shipment and the date of installation for the claimed nonconforming product. 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 evidence that establishes any claimed nonconformance was due to a breach of the warranty stated herein.

5. Amount of Liability. Seller’s liability for breach of this warranty shall be limited to repainting or replacing of the nonconforming product utilizing such normal materials, methods and workmanship necessary to provide the stipulated performance remaining under the original warranty for the nonconforming product. Seller shall have the sole discretion to determine which of the above methods will be used to fulfill its obligation. Seller shall have no liability or obligation whatsoever if payment in full has not been made for any materials. Moreover, if Seller elects to supply replacement product, Seller shall have no liability for labor costs associated with fabricating new product, removing defective product or replacing same with new product.

Seller’s warranties apply only to product which have been exposed to normal weather and atmospheric conditions, is limited to the aforementioned defects or failures, and does not apply to defects or failures caused by acts of God, falling objects, misuse, improper assembly, external forces, explosions, fire, vandalism, deliberate destruction or damage, riots, civil commotions, acts of war, radiation or harmful gases or fumes, excessive salt atmospheres, chemicals and foreign substances (i.e., abnormal quantities of sand or dirt particles) in the air or atmosphere, stored or installed in a way which allows contact with animal and/or animal waste, and regardless of roof or sidewall pitch, installation must provide for proper drainage so as not to hold any water. Seller’s warranty does not apply to panels that have been mechanically perforated or field painted.

This warranty does not cover failures resulting from edge corrosion (beyond the limits set forth above), or if failure is caused by failure of the metal substrate (beyond the limits set forth above), or conversion coating material. This warranty does not cover occurrences of wet storage stains or failure of paint adhesion due to wet storage or frost accumulation. Contact with a dissimilar metal such as copper or water containing a dissimilar metal is not covered. Coil must be above freezing in order to roll form.

Seller shall not be liable for any special or consequential damages except as may be expressly set out herein. Without limiting the generality of the foregoing, this warranty pertains to product only, and Seller shall not be liable for damages for or relating to labor or loss of use of structure or damage to contents of structure, or loss of profits.

Seller shall not be liable for product with T-Bends less than 4T inside bend diameter, forming which incorporates severe reverse bending or which subjects the coating to alternate compression and tension, damage caused by improper forming (including, but not limited to, roll-forming, press
Failure to keep condensation or moisture from nested materials may result in damage or wet storage stain, voiding seller's warranty.

After washing, as described above, flush off the test area with distilled water and allow to air dry.

any scratching, burnishing or other physical alteration of the coated surfaces. Care must be taken to avoid the cleaning solution and rub it, using moderate hand pressure, over an area of the product approximately 4" x 4".

To wash the test area, use a pad of 28/24 mesh cheesecloth and distilled water and a mild detergent cleaner. Wet the cheesecloth thoroughly with the cleaning solution and rub it, using moderate hand pressure, over an area of the product approximately 4" x 4". Care must be taken to avoid any scratching, burnishing or other physical alteration of the coated surfaces.

After washing, as described above, flush off the test area with distilled water and allow to air dry.

Failure to keep condensation or moisture from nested materials may result in damage or wet storage stain, voiding seller’s warranty.

If project requires a material/finish warranty to be issued, completely fill out information below and submit to Metal Sales customer.

Project Name: 
Project Address: 
Owner Name: 
Installer Name: 

Fabricators Name: _______________________________ Invoice Number: _______________________________

MSMC Rep. Signature: _______________________________ Date: _______________________________

metal sales manufacturing corporation

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