



ROOFING WARRANTY

Revision (1): 06/1/06

ENGLERT, INC. limited warranty for **Pre-painted Hot-Dipped Galvanized (G-90)** steel coils and flat sheet.

I. INTRODUCTION

This warranty covers **Pre-painted Hot-Dipped Galvanized (G-90)** steel as outlined below:

1. Pre-painted Hot-Dipped Galvanized (G-90) Paint Finish Warranty

- When located over one mile from the seacoast, salt water, or brackish water a paint finish warranty of: 20-year limited warranty on the PermaColor 2000 paint colors, a 20-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors, and a 20-year limited warranty on PermaMetallic 2000 paint colors.
- When located within one mile from the seacoast, salt water, or brackish water there is no warranty on pre-painted **Hot-Dipped Galvanized (G-90) steel**.

NOTE: BARE HOT-DIPPED GALVANIZED (G-90) STEEL IS NEITHER WARRANTED NOR OFFERED FOR SALE IN MILL FINISH APPLICATIONS.

II. GENERAL INFORMATION

Englert Inc., Perth Amboy, New Jersey, (*hereinafter referred to as "Englert"*) hereby issues the following paint finish warranty to the original and first building owner(s) who are registered purchaser(s) of Englert's coil and flat stock used for formed roofing, fascia, mansard, wall, and siding applications. The warranted paint systems will be the PermaColor / PermaMetallic 2000 and PermaColor 3500 ULTRA-Cool® low gloss, which is comprised of a full-strength 70% Kynar 500®/ Hylar 5000® Fluorocarbon. Englert warrants to the original and first building owner(s) that its product: Upon delivery, are free from defects in material, excluding any freight damage. (*The term "free from defects in material" does not include waviness present in the flat/planer areas of Englert's product, due to inconsistency in the metal making process and uneven substrates over which the product is applied, which the industry has accepted as being prevalent and normal.*) Waviness shall not be a cause for a claim under this or any other warranty.

III. ENGLERT INC.'S 20-YEAR PERMACOLOR 2000/3500 AND PERMAMETALLIC 2000 PAINT FINISH WARRANTY

The paint finish on Englert's PermaColor 2000/3500 and PermaMetallics 2000 is comprised of a full-strength 70% Kynar 500® /Hylar 5000® fluorocarbon paint which will not:

- A. Chip, crack, check, or peel. (*These terms shall not mean deviations to the paint finish as a result of exposed raw edges, or as a result of roll-forming, embossing, and end cutting of Product, which may occur in and during proper fabrication of the Product.*)
- B. Chalk in excess of eight (8) numerical ratings, when installed 0 degrees to 86 degrees from vertical, when measured in accordance with the standard test procedures as specified under ASTM D4214-89.
- C. Fade in excess of five (5) E Units (NBS), when installed 0 degrees to 86 degrees from vertical, measured on exposed painted surfaces which have been cleaned of external deposits, as determined under ASTM D-2244-85, Paragraph 6.3. Color change shall be measured on an exposed, painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed, painted surface, equally exposed to the sun and elements.

This paint finish warranty applies only to Englert's pre-painted coils and flat stock in **Hot-Dipped Galvanized (G-90)** steel used for formed roofing, fascia, mansard, wall, and siding applications and only to Product erected within the Continental United States which have been exposed to normal atmospheric conditions. This warranty does not apply to product exposed at any time to corrosive or aggressive atmospheric conditions, including, but not limited to:

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

This warranty **DOES NOT APPLY** in the event of:

1. Bends less than 4T inside bend diameter for all coil and flat stock thicknesses.
2. Roof or sections of the roof flatter than 1/4:12 slope.
3. Mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, or during or after erection including damage caused by walking on the roof.
4. Forming which incorporates severe reverse bending or which subjects the coating to alternate compression and tension.
5. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
6. Moisture entrapment as a result of, but not limited to improper handling, fabrication or installation of the product. **Moisture entrapment will cause product failure.**
7. Failure to remove debris from overlaps and all other surface of the sheets or panels.
8. Damage caused to the metallic coating by improper forming (*including, but not limited to, roll forming, press braking or embossing*) or scouring or cleaning procedures.
9. Deterioration of the panels caused by contact with green or wet or pressure-treated lumber, or wet storage stain caused by water damage or condensation.
10. Presence of damp insulation, soil, vegetation, cement, or other corrosive materials in contact with or in close proximity to the sheets or panels.
11. Deterioration to the panels caused directly or indirectly by panel contact with fasteners or by overdriving the fasteners so as to damage the panel. Selection of suitable long-lasting fasteners to be used with **Hot-Dipped Galvanized (G-90)** panels rests solely with the Buyer. Fasteners are to be electrically insulated from the panel surface (*e.g., with elastomeric grommets*) to prevent dissimilar metal contact.
12. Failures caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war, terrorist acts or radiation.

This paint finish 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. This paint finish warranty is offered to the original building owner(s) only, who is the registered purchaser of the Product, and is not transferable or assignable. Englert expressly precludes others from claiming, representing, or implying that this paint finish warranty extends to or is available to anyone other than the original and first building owner(s). It is the responsibility of the building owner(s) to maintain such identification records for purposes of exercising the rights under this paint finish warranty throughout the duration of the paint finish warranty period. All claims must be submitted in writing to Englert within the paint finish warranty period and within thirty (30) days after discovery of the claimed defect. The claim must describe the defect and refer to the paint finish warranty, date of issuance, and include the name of the contractor and invoice of purchase. Englert will then examine the Product or cause it to be examined. If after inspection by Englert it is determined that the claim is valid and in accordance with the terms of the Warranty, Englert agrees at its option to repair or replace the defective Product. Englert will assume 100% of the cost of refinishing or replacing Product on a non-prorated basis for 20-years (in accordance with the applied warranty as outlined in Section I) from the date of installation. The basis for computing cost of refinishing or replacing Product shall be at the current market price. Englert will have sole discretion as to whether the Product is to be refinished, or replaced. If Englert determines that refinishing is the appropriate measure to be taken, then the building owner(s) shall extend a license to Englert or to any of its authorized representatives or contractors to proceed with uninterrupted work for such refinishing. The building owner(s) shall indemnify and hold Englert or any of its agents, authorized representatives, or contractors, harmless from any damages or claims arising out of or connected with such refinishing, provided that such indemnification shall not extend to acts of negligence by Englert, its agents, employees, authorized representatives or contractors. In the event Englert deems replacement of Product necessary, it shall mean and is limited to Englert furnishing replacement Product only, F.O.B. Perth Amboy, New Jersey. The term "replacement" does not include labor costs of Product removal, fabrication, or installation. The refinished or replaced product shall be warranted for the unexpired term of the original warranty. This paint finish warranty does not confer upon the building owner(s) the right to refinish, restore, repair, or replace Product without a written authorization executed by a duly authorized officer of Englert. Any restoration, refinishing, repairing, or replacement of Product not authorized in writing by a duly authorized officer of Englert shall result in this warranty becoming null and void.

Repaired or replaced Product shall be warranted for the unexpired term of the warranty. Inconsistencies, such as waviness or oil canning, of the flat/planer surfaces of Englert's Product are not a defect and are expressly excluded from this warranty as this is considered an inherent characteristic of the Product when roll-formed.

V. General Terms of All Warranties Contained Within This Certificate

- A. The purchased product warranties contained in this certificate are given in lieu of any and all warranties, expressed or implied, including any implied warranty or merchantability or fitness for any particular purpose and is not valid unless issued by Englert, duly signed by an officer of Englert for the Product on a specific project, identifying its name and location and proof of purchase of the Product from Englert. The warranty certificate must be completed and submitted to Englert. The provisions hereof shall constitute the owner's exclusive remedy for breach of warranty, given under this certificate. Englert shall not be liable to the owner(s) for incidental, special or consequential damages for breach of any written or implied warranty on the Product or its application and under no circumstances shall Englert be responsible for any consequential damages or loss to the building, its contents or other material.
- B. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary, from state to state.
- C. This certificate covers any and all agreements under this warranty, either expressed or implied, and shall not be modified or extended, except in writing by an authorized officer of Englert.
- D. Failure to apply for any of the warranties herein within thirty (30) days of substantial completion of the component of the building of which the Product is a part shall result in all warranty/warranties becoming null and void.
- E. The warranties in this certificate shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey. Legal action to construe or enforce any of the warranties in this certificate shall be brought in a Court of competent jurisdiction in Perth Amboy, NJ, USA.



No. _____ Customer Name: _____ Customer Address: _____ City/State/Zip Code: _____ Telephone No.: _____ Order Date: _____ Invoice Number(s): _____ Material Lot Numbers: _____ Color: _____ Building Owner(s) _____ Owner Location: _____ By _____ Title _____ on this _____	Architect: _____ General Contractor: _____ Project Name: _____ Project Location: _____ Project Completion Date: _____ Panel Profile: _____ Project Size in Sq.Ft. _____ Roof: _____ Components: _____ Within 1 mile from water _____ Distance: _____ yards End Use – SIC Code (church, school, etc.) _____ New Roofing _____ Re-Roof _____ Contracting Method: _____ Photos Required: _____
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