



INSULATED METAL PANEL LIMITED WARRANTY

Englert Inc. Profiles (hereinafter referred to as "Manufacturer") hereby warrants the insulated metal panels, effective from the date of shipment, as free of defects in workmanship (including delamination of the steel facings from the foam core caused by poor adhesion or off-gasing) under normal use, service and environmental conditions, for a period of (2) years.

Subject to the conditions, limitations and exclusions set forth below. If any panels fail to comply with the warranty specifications set forth above, Manufacturer agrees to repair or replace such panels, at its sole cost and expense. Manufacturer shall have the sole option of repairing or replacing the panels and may contract for such work. Any repaired or replaced panel shall be covered by this limited warranty, but only for the remainder of the period applicable to the panel originally purchased. Manufacturer's liability under this warranty shall be limited to the cost of labor and materials reasonably necessary to repair or replace the panels that do not meet the above specifications. All claims filed under this warranty must be presented in writing by the purchaser to Manufacturer during the warranty period and not more than 30 days after discovery by the purchaser of the problem for which the claim is made. All claims must reference Manufacturer's invoice number and be either hand delivered or sent by registered or certified mail to PO Box 730, Waller, TX 77484.

THIS WARRANTY SHALL BE SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS:

- A. This warranty covers only panels erected in the continental United States, Alaska and Canada, which are exposed to normal weather and atmospheric conditions.
- B. This warranty is for the benefit of the original purchaser only and is not transferable or assignable.
- C. This warranty does not apply to defects or failures which arise out of any of the following:
 - 1) delamination of facings due to improper installation practices;
 - 2) transit abrasion;
 - 3) dings, dents or scratches caused by improper handling;
 - 4) the formation of rust on the panel edges;
 - 5) acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, radiation, harmful gases, harmful fumes, salt atmosphere or standing water due to failure to provide adequate slope and drainage;
 - 6) use in manner not intended or improper storage or handling, including but not limited to damage from condensation on the panels attributable to improper handling; or
 - 7) design flaws that would result in moisture (water) or other foreign materials to accumulate resulting in excessive exposure to moisture or foreign material.
- D. Manufacturer shall have no obligations under this warranty unless and until Manufacturer receives payment in full for the materials furnished.
- E. **UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUYER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO *FORCE MAJURE* CONDITIONS INCLUDING WITHOUT LIMITATION: FIRE, LIGHTENING STRIKE, EMBARGO, EXPLOSION, POWER SURGE OR FAILURE, ACTS OF GOD, WAR, LABOR OR UNEMPLOYMENT DISPUTES, CIVIL DISTURBANCES, ACTS OF CIVIL OR MILITARY AUTHORITY, INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES, ACTS OR OMISSION OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.**

DISCLAIMER - THERE ARE NO OTHER GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION AS STATED HEREIN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE. ENGLERT INC. PROFILES SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS DAMAGES TO THE CONTENTS OR FURNISHINGS OF ANY BUILDING) OR ANY LOSS OF ANY KIND WHATSOEVER.

Project Name: _____
Project Address: _____
Project Customer: _____
Ship Date: _____
Representative: _____

Englert, Inc.

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