

I. INTRODUCTION

Englert, Inc., Perth Amboy, New Jersey, (*hereinafter referred to as "Englert"*) hereby offers the following paint finish warranties and base metal warranties to only the original and first owner(s) of the project and/or building where Englert's coil and flat stock is used for formed roofing, fascia, mansard, wall panels, siding and soffit applications (*hereinafter to be referred to as "Product"*). The warranted paint systems will be the PermaColor 2000, PermaMetallic 2000, PermaColor 3500 ULTRA-Cool® low gloss, and PermaMetallic 3500 ULTRA-Cool® low gloss paint colors which is comprised of a full-strength 70% Kynar 500®/Hylar 5000® Fluorocarbon. Aluminum will only be offered as a prepainted product. Galvalume® will be offered in prepaint, as a passivated mill finish, or as an acrylic coated mill finish product in both AZ55 or AZ50 coating weights. Englert warrants that its Products, upon delivery, will be free from defects, excluding any freight damage. (*The term "the material will be free from defects" 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.

II. GENERAL INFORMATION

This warranty covers three separate and distinct products as outlined below:

1. Prepainted Aluminum Warranty

- When Prepainted Aluminum materials are installed on a property that is located over one-half mile from the seacoast, salt water, or brackish water, Englert will offer a 30-year limited warranty on PermaColor 2000 paint colors, a 35-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors, a 30-year limited warranty on PermaMetallic 2000 paint colors, and a 35-year limited warranty on PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.
- When Prepainted Aluminum materials are installed on a property that is located within one half mile from the seacoast, salt water, or brackish water, Englert will offer a 25-year limited warranty on PermaColor 2000 paint colors, PermaColor 3500 ULTRA-Cool® low gloss paint colors, PermaMetallic 2000 paint colors, and PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.

2. Prepainted Galvalume® Warranty

- When Prepainted Galvalume® materials are installed on a property that is located over one-half mile from the seacoast, salt water, or brackish water, Englert will offer a 25-year limited warranty on the Galvalume®, a 30-year limited warranty on PermaColor 2000 paint colors, a 35-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors, a 30-year limited warranty on PermaMetallic 2000 paint colors, and a 35-year limited warranty on PermaMetallic 3500 ULTRA-Cool® low gloss paint colors
- When Prepainted Galvalume® materials are installed on a property that is located within one half mile from the seacoast, salt water, or brackish water, Englert does not offer any warranty for any period of time on prepainted Galvalume®.

3. Mill Finish Galvalume® Warranty

- When Mill Finish Galvalume® materials are installed on a property that is located over one-half mile from the seacoast, salt water, or brackish water, Englert will offer a 25-year warranty on an AZ55 coating weight on the base metal and a 20-year warranty on an AZ50 coating weight on the base metal.
- When Mill Finish Galvalume® materials are installed on a property that is located within one-half mile from the seacoast, salt water, or brackish water, Englert does not offer any warranty for any time period on the mill finish Galvalume®.

III. ENGLERT, INC.'S 30-YEAR AND 35-YEAR PERMACOLOR 2000 / 3500 AND PERMAMETALLIC 2000 / 3500 PAINT FINISH WARRANTY

This portion of the warranty applies to the paint finish as outlined below. The Galvalume® base metal is covered in Section IV.

The paint finish on Englert's PermaColor 2000 / 3500 and PermaMetallic 2000 / 3500 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 or 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 steel or aluminum used for formed roofing, fascia, mansard, wall panels, siding, and soffit applications and only to **Product erected within the Continental United States** and has 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 spraying of either salt or fresh water. (Except pre-painted aluminum.)
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, salt, 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 ¼:12 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. Any form of moisture entrapment resulting from, but not limited to, the improper handling, fabrication and/or installation of the product. **Moisture entrapment due to the improper handling, fabrication, and/or installation of the product may 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 aluminum and Galvalume 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, hurricanes, explosions, fires, riots, civil commotions, acts of war, terrorist acts or radiation.
13. The installation of any unapproved fixture, attachment, device, equipment, accessory, or appurtenance to, upon, or through the Product, including but not limited to, snow guards, lightning protection, solar panels, or communications devices. Englert reserves the sole and exclusive right to approve the installation of any such fixture, attachment, device, equipment, or accessory. This approval shall be in writing and must be signed by an authorized officer of Englert.
 - a. Regardless of any installation approval by Englert, any Product failure caused by, arising from, or relating to the installation of any such products or devices as listed above voids this warranty.

The limited warranty does not extend to, or cover: (a) any damage to the coating system caused by the installation of the photovoltaic cells laminates; (b) any damage to coating system caused by removal of the photovoltaic cells laminates; (c) any differential fade or chalk caused by removal of, differential shielding by or reflection of light by the photovoltaic cells laminates; (d) damage, discoloration, differential fade or chalk due to run off from the photovoltaic cells

laminates as a result of cleaning, rain, etc.; (e) any damage caused by water entrapment by the photovoltaic cells laminates; or (f) any deficiency in the cleaning, photovoltaic cells laminates pretreatment, or failure of the photovoltaic cells laminates for any reason. This limited warranty will only extend to, or cover applications of photovoltaic cells laminates where the photovoltaic cells laminates are applied over profiles where there are no panel ribs or where striations are either absent or are less than or equal to 15 degrees.

On prepainted aluminum product located less than a half mile from a seacoast, salt water, or brackish water, annual maintenance must be performed by the owner(s) including annual "sweet water" (*fresh tap water*) rinse in accordance with AAMA 610.1-1979 (*copy available upon request*). It will be the owner's responsibility to maintain records to demonstrate this maintenance has occurred and such records must be produced to Englert upon request. Failure of the owner to produce the maintenance records upon request will void the warranty and Englert shall have no further obligation under the warranty. The Product must not be cleaned with abrasive or chemical cleaners. The use of any such cleaners will void the warranty and Englert shall have no further obligation under the warranty.

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 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 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. Failure to timely submit a claim shall constitute a material breach of the Warranty and Englert will not provide any coverage under this for any claim that is not submitted within the thirty (30) day time period. 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 25-years, 30-years, or 35-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 replacement of Product is deemed necessary by Englert, 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 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.

IV. **ENGLERT, INC.'S LIMITED 20 or 25-YEAR GALVALUME® BASE METAL WARRANTY**

This portion of the warranty applies to the base metal of Galvalume® as outlined below. The paint finish is covered in Section III.

Englert offers the following base metal warranty on Galvalume® (AZ50 or AZ55) to the original and first owner(s). Englert warrants that the base metal of Galvalume® will not rupture, fail structurally, or perforate due to exposure to normal atmospheric conditions, **if erected within the Continental United States**. Visual or cosmetic variations caused by weathering of mill finish Product or variations in spangle are specifically excluded from this base metal warranty. The Product shall be free from material defects, excluding any freight damage. This warranty shall commence from the date of the completion of the installation of all of the Product at the project. The warranty shall apply for the following time periods:

- A. 25-years on prepainted Galvalume® AZ50 or AZ55 coating weight or Galvalume Mill Finish passivated AZ55 or Galvalume Mill Finish Acrylic Coated AZ55 coating weight, **excluding product that is installed less than half a mile from the seacoast, salt water or brackish water.** The warranty does not apply for product installed less than a half mile from the seacoast, salt water, or brackish water.
- B. 20-years on Galvalume Mill Finish passivated AZ50 or Galvalume Mill Finish Acrylic Coated AZ50 coating weight, **excluding product that is installed less than half a mile from the seacoast, salt water or brackish water.** The warranty does not apply for product installed less than a half mile from the seacoast, salt water or brackish water.

This warranty **DOES NOT APPLY** to coil and flat stock 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 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, salt, nickel or silver mining or refining operations.
3. Areas subject to water run-off from lead or copper flashings 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 ¼:12 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. Any form of moisture entrapment resulting from, but not limited to, the improper handling, fabrication and/or installation of the product. **Moisture entrapment due to the improper handling, fabrication, and/or installation of the product may 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 Galvalume 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, hurricanes, explosions, fires, riots, civil commotions, acts of war, terrorist acts or radiation.
13. The installation of any unapproved fixture, attachment, device, equipment, accessory, or appurtenance to, upon, or through the Product, including but not limited to, snow guards, lightning protection, solar panels, or communications devices. Englert reserves the sole and exclusive right to approve the installation of any such fixture, attachment, device, equipment, or accessory. This approval shall be in writing and must be signed by an authorized officer of Englert.
 - a. Regardless of any installation approval by Englert, any Product failure caused by, arising from, or relating to the installation of any such products or devices as listed above voids this warranty.

The limited warranty does not extend to, or cover: (a) any damage to the coating system caused by the installation of the photovoltaic cells laminates; (b) any damage to coating system caused by removal of the photovoltaic cells laminates; (c) any differential fade or chalk caused by removal of, differential shielding by or reflection of light by the photovoltaic cells laminates; (d) damage, discoloration, differential fade or chalk due to run off from the photovoltaic cells laminates as a result of cleaning, rain, etc. (e) any damage caused by water entrapment by the photovoltaic cells laminates; or (f) any deficiency in the cleaning, photovoltaic cells laminates pretreatment, or failure of the photovoltaic cells laminates for any reason. This limited warranty will only extend to, or cover applications of photovoltaic cells laminates where the photovoltaic cells laminates are applied over profiles where there are no panel ribs or where striations are either absent or are less than or equal to 15 degrees.

