



COASTAL LIMITED EXTERIOR BUILDING PRODUCT FINISH WARRANTY

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I. INTRODUCTION

Englert, Inc., Perth Amboy, New Jersey, (*hereinafter referred to as "Englert"*) hereby offers the following paint finish warranty on Prepainted Aluminum material 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 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. 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

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

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

This warranty applies only to the paint finish as outlined below.

The paint finish on Englert's PermaColor 3500 and PermaMetallic 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 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 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.
2. Areas subject to water run-off from lead or copper flashing or piping or areas in contact with lead or copper.
3. 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 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 35-years 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. General Terms of All Warranties Contained Within This Certificate

- A. **DISCLAIMER OF ALL OTHER WARRANTIES: ENGLERT'S WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES. ENGLERT PROVIDES NO OTHER WARRANTIES BEYOND THE DESCRIPTION OF THE WARRANTIES PROVIDED HEREIN. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS OF USE FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**
- B. The purchased product warranties contained in this certificate are not valid unless issued by Englert, duly signed by an authorized 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.
- C. Some states do not allow the exclusion or limitation of incidental or consequential damages or the disclaimer of implied warranties, so the above limitations or exclusions 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. In the event that any provisions of this Warranty are found to be invalid or unenforceable by a court of competent jurisdiction, all other provisions shall remain in full force and effect.
- D. 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.
- E. 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.
- F. The parties agree that 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. The owner(s) expressly agree to submit to the jurisdiction and laws of the courts as set forth above.
- G. No waiver of any provision or condition of this Warranty by Englert, through the course of performance, action, or otherwise, shall be construed by the owners(s) to be a waiver of any other provision or condition of the Warranty.
- H. In the event of any litigation or alternative dispute resolution proceeding arising out of, under, related to, or in connection with this Warranty, the prevailing party shall be entitled to recover all of its reasonable attorney's fees and costs from the non-prevailing party, including but not limited to, pre-trial, trial and appellate levels.



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: _____ _____		Architect: _____ General Contractor: _____ Project Name: _____ Project Location: _____ Project Completion Date: _____ Panel Profile: _____ Project Size in Sq.Ft Roof/Panels: _____ Components: _____ Within ½ mile from seacoast, salt water, brackish water Yes No End Use – SIC Code (church, school, etc.) New Roofing/Paneling Re-Roof Contracting Method: _____ Photos Required: _____
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By _____ Title _____ on this _____

