

# WARRANTY

ABC Corporation  
123 Mountain View Dr  
Wide Gap, CO 54321  
07/14/08 Effective Date  
**Regal Blue 586035**

## **CERAM-A-STAR® 1050 LIMITED WARRANTY**

LifeTite Metal Products extends the following limited warranty to the aforementioned customer concerning sales of CERAM-A-STAR® 1050 ("PRODUCT") for use in commercial, industrial and residential building construction products installed in the United States, Canada and Mexico.

### **SECTION A: EXACTLY WHICH PRODUCT IS COVERED?**

This limited warranty applies only to goods manufactured by Lifetite Metal Products.

### **SECTION B: HOW WILL THE COVERED PRODUCT WEATHER?**

Although it is recognized by Lifetite Metal Products that most coatings, including PRODUCT, will fade and change appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, LifeTite warrants that the PRODUCT covered by this warranty will conform to the performance standards listed below:

1. For forty (40) years, PRODUCT will not peel, flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation. NOTE: Slight crazing or cracking may occur on roll-formed edges or break bends at the time of forming, and is considered as standard-such crazing or cracking shall not constitute a basis for complaint under this limited warranty; and
2. For thirty (30) years, sidewall panels of PRODUCT will not change color more than five (5) AE (delta E) Hunter units and roof panels will not change more than seven (7) AE (delta E) Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964; and
3. For thirty (30) years, sidewall panels of PRODUCT will not chalk more than a number eight (8) rating and roof panels will not chalk more than a number six (6) rating when measured per ASTM D 4214, Method A.

### **SECTION C: WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?**

This is an anti-weathering limited warranty and does not apply to other causes of degradation, including;

1. PRODUCT which has suffered scratching or abrasion or has been damaged by abrasive or chemical cleaners; has been abused, altered, modified, used in a manner not originally intended, or stored contrary to recommendations of LifeTite Metal Products, or contrary to good industry practice; has been damaged due to moisture entrapment in coils and/or bundles during transit or storage; has been stored or installed in a way which allows standing water on the coating or in any chemically aggressive environment (containing such substances as fumes, ash, salts, dirt, grease, or high humidity); has been stored or installed in such a way that allows contact with animals and/or animal waste or its decomposition products; has suffered from improper forming, fabrication or embossing; corrosion of the substrate and/or corrosion at cut edges; or develops any other condition between the coating and the substrate which causes the coating to degrade or delaminate;
2. PRODUCT which is installed within 1000 meters (3250 feet) of salt water, unless approved in writing by LifeTite Metal Products prior to installation, based on LifeTite Metal Products review of the information provided on the Site Conditions Form (Appendix A);

### **SECTION D: WHAT MUST Above Stated Customer DO TO KEEP THIS LIMITED WARRANTY COVERAGE?**

Customer must do all the following things to have the benefit of this limited warranty:

1. Aforementioned customer shall advise LifeTite Metal Products in writing of any claimed violation of this limited warranty within thirty days of receiving notice thereof, and LifeTite Metal Products must promptly be afforded an opportunity to inspect the installation.

If notification is not executed, this limited warranty will not apply.

### **SECTION E: REMEDY**

If LifeTite Metal Products PRODUCT fails to comply due to any defect in material or workmanship, LifeTite Metal Products will bear the full cost of labor and material to replace or refinish the defective portion of the field installation. The decision whether to replace or refinish to remedy an honored claim will be made at the sole discretion of LifeTite Metal Products. If LifeTite Metal Product's investigation indicates that the claimed defect is not covered by this limited warranty, LifeTite Metal Products shall incur any costs in connection with the investigation of the claim. This Warranty also applies to the part(s) being repainted, repaired or replaced, but only for the unexpired portion of the Warranty period applicable to the original coil coated part.

### **SECTION F: EXCLUSION OF OTHER WARRANTIES**

THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, AND WHETHER WRITTEN OR ORAL. Correction of non-conformities in the manner and for the period of time provided herein shall constitute fulfillment of all liabilities of LifeTite Metal Products with respect to or arising out of the goods whether based on contract, negligence, strict liability in tort, or otherwise.

**SECTION G: LIMITATION OF LIABILITY**

LifeTite Metal Products SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims of customers of Purchaser for business or service interruptions. THE REMEDIES OF Lifetite Metal Products SET FORTH HEREIN ARE EXCLUSIVE.

**SECTION H: OTHER TERMS**

This limited warranty cancels and supersedes any other warranty or statement of performance made in the past or in the future by LifeTite Metal Prodcuts unless such statement is subsequently made in writing as an express amendment of this document.

This is our complete warranty. It is issued only to above stated customer, and is not assignable to any other party.

The rights and obligations of the parties hereunder shall not be governed by the provisions of the UN convention on contracts for the International Sale of Goods; rather, these rights and obligations shall be governed by the laws of the State of West Virginia, USA. Any controversy or claim arising out of or relating to this contract shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be three. The place of arbitration shall be Charleston, WV, USA. The language of the arbitration shall be English.

**LifeTite Metal Products Manufacturing, LLC**

**Date**

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**Authorized Signature**

**Sample Only**