



**INTEGRITY METALS**  
Architectural Fabrication

# LIMITED WARRANTY

## SMP Painted AZ50 or G90 Coated Steel

Integrity Metals, LLC (hereinafter "Integrity Metals") is pleased to offer this limited warranty (hereinafter "Warranty") to \_\_\_\_\_ (hereinafter "Customer") regarding the sale of AZ50 aluminum-zinc alloy or G90 coated galvanized steel ("Base Metal") painted with silicone-modified polyester (SMP) ("Coating"), (collectively hereinafter the "Product"), for roofing and siding panels installed in the continental United States.

### 1. EXTENT OF COVERAGE

COATING INTEGRITY	COATING CHALK AND FADE	SUBSTRATE
40 years	30 years	20 years

Integrity Metals warrants that for the period of time listed above from the date of shipment of Product to Customer:

- a) **COATING INTEGRITY** - Coating will not exhibit chipping, cracking, peeling, flaking or checking<sup>†</sup>.
- b) **COATING CHALK AND FADE\*** - Coating will not:
  - i. Chalk in excess of ASTM D-4214 method A number eight (8) rating.
  - ii. Change in color more than seven (5.0) Hunter  $\Delta E$  units as determined by ATSM D-2244.
- c) **SUBSTRATE** - Base Metal will not rupture, fail structurally or perforate as a result of corrosion caused by exposure to normal atmospheric conditions.

<sup>†</sup> Slight fracturing may occur during proper fabrication of panels and is not covered by this Warranty. \*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. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and this Warranty does not warrant that color changes uniformly. This Warranty applies solely to Integrity Metals' "inventoried stock". Specialty and custom colors are not warrantied against color change.

**THIS WARRANTY DOES NOT COVER BARE OR UNFINISHED STEEL.**

### 2. EXCLUDED ATMOSPHERIC CONDITIONS

This Warranty does not apply to or provide warranty benefits for Product stored in, installed in or otherwise exposed at any time to corrosive, aggressive, harmful or other abnormal atmospheric conditions, including but not limited to any one or any combination of the following conditions:

- a) Installation within 1500 ft. from breaking surf and 800 ft. from salt or brackish water, including bays, marshes and canals;
- b) Areas subject to fallout of or exposure to corrosive chemicals, ash, fumes, cement dust, animal waste, or its decomposition by-products, fallout from copper, lead, nickel or silver mining or refining operations and carbon black;
- c) Conditions and circumstances where corrosive fumes or condensation are generated or released inside the building;
- d) Areas subject to water run-off from dissimilar metals such as, but not limited to lead or copper flashing or piping or areas in contact with lead or copper or lumber containing same or fire-retardant impregnated or treated wood shakes, composite shingles or siding;
- e) Areas subjected to constant spraying of either salt or freshwater;
- f) Changes in the normal atmospheric conditions to which Product is exposed may be the basis for a reduction in length or invalidation of the stated warranty.

### 3. OTHER EXCLUDED SITUATIONS

This Warranty does not apply to or provide warranty benefits in the event of:

- a) Product that is stored, covered or installed in a way that allows for standing water or condensation to form, or that enables poor air circulation;
- b) Intermittent or continual submersion in water or any other liquid or solid material;
- c) Failure to handle or install Product correctly and in accordance with applicable building codes, product approvals, and the manufacturers' specifications, instructions and warranties as outlined in the then-current published technical data sheets and/or installation guides;
- d) Mechanical, chemical or other damages sustained during shipment, storage, forming and fabrication, during or after erection;
- e) Cracking or crazing as may occur on roll-formed edges or break-bends at the time of roll forming or other fabrication, which is accepted as standard in the industry;
- f) Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels;
- g) Damage caused to the metallic coating by improper roll forming, use of chemical cleaners, scouring or cleaning procedures;



- h) Damage such as dents, depressions, scratches or other damage to Product caused by inappropriate or improper use of tools or equipment including rubber mallets or other hammering devices, the incorrect usage of mechanical seaming tools or improper selection of seaming equipment;
- i) Damage caused by walking on the roof;
- j) Mishandling of Product including alteration, modification, abuse, deliberate damage or improper use;
- k) Failure to remove debris from overlaps and all other surfaces of the Product;
- l) Presence of damp insulation or other corrosive materials in contact with or in close proximity to Product;
- m) Deterioration of Product caused by contact with green or wet lumber or wet storage stain caused by water damage or condensation, cement or stucco products, buildup of vegetation, farming by-products or other corrosive materials;
- n) Slopes of roof or sections of the roof flatter than 1/4:12;
- o) Deterioration of Product caused directly or indirectly by contact with fasteners; the selection of suitable long-lasting/long-life fasteners for use with Product rests solely with the Customer;
- p) Forming which incorporates severe reverse bending or which subjects Product to alternate compression and tension;
- q) Bends less than 2T for sheet thickness 0.030" and thinner and less than 4T for sheet thickness 0.031" and thicker;
- r) Corrosion due to cut edge exposure of the Product;
- s) Inconsistencies common to metal, such as waviness or oil canning which is accepted as standard in the industry;
- t) Where materials/items are attached/adhered to the Product such as but not limited to solar panels, lightning protection, sky lights or communication equipment;
- u) Damage caused by efforts to refinish, restore, repair or replace Product without Integrity Metals approval;
- v) Damage caused by acts of God, external forces, hurricanes, wind, falling objects, explosions, fire, riots, civil commotions, acts of war or terrorist acts.

#### 4. EXCLUSIVE REMEDY

Customer's sole and exclusive remedy arising out of or in connection with this Warranty shall be, at Integrity Metals' sole option be limited to:

- a) **For Extent of Coating Coverage Conditions 1a) and 1b):**
  - Pay for labor and paint material reasonably necessary to repaint, repair or replace at Integrity Metals' sole option, the non-conforming Coating
- b) **For Extent of Base Metal Coverage Condition 1c):**
  - Furnish to Customer sufficient Product to enable the Customer to replace the non-conforming Base Metal; or
  - Reimburse Customer for the original cost of the non-conforming Base Metal.

The cost to repaint/repair, reimburse or replace non-conforming Product(s) under this Warranty shall not exceed an amount equal to 100% of the amount paid to Integrity Metals for the original purchase of Product. For avoidance of doubt, Integrity Metals shall not be responsible for costs related to the inspection, removal, re-fabrication or re-installation of the Product. Any replaced Product shall be warranted for the unexpired term under this Warranty.

#### 5. TERMS AND CONDITIONS

- a) Customer shall exercise diligence in inspection of Product received from Integrity Metals to mitigate damage and/or expenses involved in repairing or replacing Product.  
**NO WARRANTY SHALL APPLY TO PANELS THAT ARE INSTALLED DESPITE CONTAINING DEFECTS THAT ARE DISCERNIBLE BY REASONABLE INSPECTION.**
- b) Claims for any breach of Warranty must be made within the period of this Warranty. Claims must be reported in writing to Integrity Metals immediately after discovery (or should have been discovered), but no longer than 30 days; and Integrity Metals shall be given a reasonable opportunity to inspect the Product claimed to be defective.
- c) If Customer elects to begin repairs prior to proper notification and opportunity for Integrity

Metals to inspect the Product, Integrity Metals shall have no responsibility for those repairs and this Warranty shall automatically become null and void.

- d) Customer must prove that the defective Product(s) were sold by Integrity Metals by means of proper identification of the material involved in the claim, including but not limited to a copy of this Warranty, date of installation, invoice number, order number, and date of shipment to Customer.
- e) Customer shall also present such evidence that establishes any claimed non-conformance was due to a breach of the Warranty stated herein. Any legal action against Integrity Metals for breach of or related to this Warranty must be brought by Customer within 1 year after the cause of action accrues.

#### 6. LIMITATION OF LIABILITY AND WARRANTY

- a) The liability of Integrity Metals shall not extend to personal injury, property damage, loss of profit, delay or any incidental or consequential damage resulting from the failure of Product to conform to the provisions of this Warranty. Integrity Metals shall not in any event be liable for the cost of damage to the interior of the building, for contents of the building, or labor expended by others on any defective Product. Integrity Metals shall not in any event be liable for any special, punitive, consequential or indirect damages whatsoever whether arising from breach of contract, breach of warranty, tort, including negligence, strict liability, actions, claims, causes of actions, expenses and/or liabilities, or otherwise to anyone by reason of the fact that such Product was defective. Integrity Metals' total liability for all claims of any kind shall not exceed the purchase price paid to Integrity Metals for the original Product.
- b) This Warranty is given as the exclusive warranty, and no other warranties, either express or implied, including but not limited to warranties of merchantability or of fitness for a particular purpose are made and any such other warranties are expressly disclaimed. There are no warranties which extend beyond the description contained in this Warranty. Customer hereby waives the benefit of any rule or right that the disclaimers of Warranty shall be construed against Integrity Metals and agrees that the disclaimers in this Warranty shall be liberally construed in favor of Integrity Metals.

#### 7. ADDITIONAL TERMS

- a) Integrity Metals shall not have any liability or obligation under this Warranty if Customer has unpaid invoices for Product, supplies and/or services due to Integrity Metals.
- b) No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, and no course of conduct or performance, in any way purporting to modify this Warranty or to waive Integrity Metals' rights hereunder, shall be binding unless the same be clearly set forth in writing that expressly refers to this Warranty and expressly refers to having such effect upon this Warranty, and is signed by an authorized representative of Integrity Metals.
- c) This Warranty is extended solely to the Customer and is non-transferrable and non-assignable without the prior written consent of Integrity Metals, which may be withheld in Integrity Metals' sole and absolute discretion. No rights against Integrity Metals shall be created by any purported transfer or assignment not previously consented to in writing by an authorized representative of Integrity Metals, nor shall any rights against Integrity Metals survive any such unconsented to transfer or assignment. Customer or its representatives shall not claim, represent or imply that this Warranty extends or is available to parties other than Customer without prior written consent of Integrity Metals. This condition constitutes a material term of this Warranty and violation by Customer shall excuse Integrity Metals from its obligations hereunder.
- d) In such an event that Integrity Metals permits an assignment or transfer of this Warranty, Integrity Metals may, at Integrity Metals' sole and absolute discretion, require documentation to effectuate the transfer originated by Integrity Metals. Subsequent Customer must accept in writing and comply with all the terms and conditions of this Warranty for the transfer of Warranty to be valid.
- e) Customer acknowledges that Integrity Metals is not the Manufacturer of either the Base Metal or the Coating warranted herein and agrees that all issues arising from or related to the exceptions set forth herein shall be determined finally and conclusively as to the Customer, by the original manufacturer. Notwithstanding anything in this Warranty to the

contrary, with respect to the Product, in no event shall the warranty obligation of Integrity Metals to Customer exceed the warranty obligation of Integrity Metals' supplier of the Product extended to Integrity Metals, and, in the event the supplier is not in legal existence at the time of a Customer warranty claim hereunder, or otherwise fails, for any reason, to make good on its warranty obligations extended to Integrity Metals with respect to such warranty claim, Integrity Metals shall have no warranty obligations to Customer under this Warranty with respect to such warranty claim. A copy of the supplier's warranty is available upon request.

- f) The warranty period of any repaired or replaced Product shall be for the remainder of the warranty period applicable to the original Product. The repair or replacement of any Product shall not extend or exceed the terms of this Warranty. The difference in appearance due to weathering between a new Product and the previously installed Product shall not be considered a defect and is not covered under the terms of this Warranty.
- g) This Warranty shall be governed under the laws of the State of Florida. Any claim or controversy arising out of this Warranty, or the breach thereof, shall be brought in Indian River County, Florida.

<b>This Limited Warranty is not valid unless signed by an authorized representative of Integrity Metals, LLC and the Building Owner listed below.</b>			
<b>Issued To Building Owner:</b>			
<b>Street Address:</b>	<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Contractor/Installer:</b>	<b>Job Name or Number:</b>		
<b>Street Address:</b>	<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Integrity Metals Invoice #:</b>	<b>Product Delivery Date:</b>		

<p><b>By:</b> _____ <b>Date</b> _____</p> <p><b>Name:</b> Joe Keene</p> <p><b>INTEGRITY METALS, LLC.</b></p> <p><b>Title:</b> President</p>	<p><b>By:</b> _____ <b>Date</b> _____</p> <p><b>Building Owner Name:</b> _____</p> <p>Return signed Warranty to Integrity Metals at:  <b>warranties@integritymetalsfl.com OR</b>  <b>6040 Old Dixie Highway</b>  <b>Vero Beach, FL 32967</b></p>
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