

40 YEAR LIMITED PAINT WARRANTY

H&H Metal Products, Inc. warrants that Akzo Nobel's CERAM-A-STARTM color-coated finish applied to steel roofing and siding panels will not, within a period of forty years after installation or forty years and one month after the date of shipment (whichever comes first) under normal atmospheric conditions:

- 1) Will not peel, crack, check or flake to an extent that is apparent on ordinary outdoor visual observation; and
- 2) Vertical installations will not change color more than five and non-vertical installations will not change more than seven NBS (Hunter) units. Color measurements are to be made per ASTM D 2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D 3964; and
- 3) Vertical installations will not chalk more than a number eight rating and non-vertical installations will not chalk more than a number six rating when measured per ASTM D 4214, Method A.
- 4) For all installations in marine or other salt laden atmospheres, provisions (1), (2), and (3) above shall not apply. Please inquire about warranties and limitations to panel installations closer than 2,000 meters to said conditions.

This warranty is expressly subject to the following terms and conditions:

- The remedy for any claims arising from a defective color-coated finish on steel roofing and siding panels shall be at the discretion of H & H and be limited to refinishing or replacing the defective panels, or where applicable, a cash settlement. H&H SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, OR EXPENSES, WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL, CAUSED BY OR RESULTING FROM THE USE OF DEFECTIVE OR NONCONFORMING H&H PANELS OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DEMAGES. H&H's TOTAL LIABILITY IS EXPRESSLY LIMITED TO THE PURCHASE PRICE OF THE H&H STEEL ROOFING AND SIDING PANELS.
- 2) The express warranty stated herein is the exclusive warranty applicable to the color-coated finish on steel roofing and siding panels. H&H MAKES NO GUARANTIES, EITHER EXPRESSED OR IMPLIED BEYOND THE FACE HEREOF INCLUDING, WITHOUT LIMITATIONS, WARRANTIES OR FITNESS AND MERCHANTABILITY AND SHALL HAVE NO OTHER LIABILITY WITH RESPECT THERETO.
- 3) This warranty provides specific legal rights, and other rights, which may vary from state to state that, may apply.
- 4) Claims under this warranty must be made in writing to H&H at the address set forth below within 30 days after the discovery of the defect. H&H shall have an additional 30 days to inspect the H&H steel roofing and siding panels before any further action shall be taken. Buyer must establish adequate identification of material involved in the claim, including date of installation, order number, invoice number, and date of shipment.
- 5) This warranty does not apply to the interior or reverse side finish nor does it extend to pre-painted materials used for interior (not atmospherically exposed) applications.
- 6) Abnormal atmospheric conditions to which this warranty does not apply include, but are not limited to, hail, exposure to salt, water spray, corrosive or harmful chemicals (whether solids, liquids, or gases), animal confinements, airborne contaminants, or other abnormal atmospheric conditions of a similar or dissimilar nature.
- 7) This warranty shall not be applicable to damage or defects caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion, acts of war, excessive radiation, or other similar or dissimilar occurrences.
- 8) Minor hairline cracking of the color-coated finish is not covered by this warranty.
- 9) Defects or damage to the steel roofing and siding panels' color-coated finish caused by handling, shipping, transit abrasion, processing, storage or installation are not covered by this warranty. This warranty further shall not extend to or cover damage to the color-coated panel occasioned by moisture or other contamination detrimental to the color-coated metal prior to installation.
- 10) Steel shavings or minute iron particles in sawing sparks that come in contact with the coating shall not be warranted.
- 11) Non-vertical panels must have an adequate pitch so as to not allow any free standing or accumulation of water.
- 12) This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by panel contact with fasteners. The selection of suitable long-lasting fasteners rests solely with the Buyer.
- 13) The steel roofing and siding panels' color-coated finish is not warrantied to weather uniformly under non-uniform conditions of exposure or use.
- 14) This warranty applies to panels erected in the continental United States (including Alaska and Canada).
- 15) Steel roofing and siding panels are defined as Uni-Panel.
- 16) H&H extends this warranty solely to the Buyer. This warranty is non-transferable and non-assignable.