

Architectural Sheetmetal Products, Inc.
Kynar Coated Coil
Non-Prorated 35 Year Warranty
From Date of Installation

Parties:

Architectural Sheetmetal Products, Inc. (ASP, Inc.) extends the following limited warranty to:

Building Location/Owner:

Color and Gauge:

Coil/Lot #/Invoice #:

Date of Substantial Completion:

Coverage:

This warranty applies to flat stock and coils identified on the above noted invoices, therefore eligible to be covered under this warranty and used by the fabricator within six months of invoicing. It applies to metal buildings installed in the continental United States.

Terms:

Although it is recognized by the fabricator and ASP, Inc. that most coatings will fade and change in appearance to some degree over a period of time in outdoor installation, and that some changes may not be uniform between surfaces not equally exposed, ASP, Inc. warrants that the goods covered by this warranty will resist natural weathering to the extent that they will conform to the manufacturer's performance standard for thirty-five years following field installation, provided all conditions of the warranty are first met:

ASP, Inc. recommends that there be a systematic freshwater rinse maintenance program in effect in areas of high salt concentration (such as adjacent to the seashore and/or industrial atmospheres) so as to prevent the accumulation of concentrated mineral deposits.

This is an anti-weathering limited warranty and does not apply to other causes of failure, including: Coil or parts which have suffered scratching or abrasion or impact by a hard object, is stored at any time prior to field installation contrary to storage instructions issued by ASP, Inc.; is stored or installed in such a way which allows standing water on the coating or which occurs in any chemically aggressive environment containing salts or other chemicals, whether naturally occurring or caused by man; is stored or is installed in an environment that includes a high degree of humidity, sand, dirt or grease, whether naturally occurring or caused by man; has suffered any damage caused by acts of God, radiation, falling objects, explosion, fire, or other external forces, including conditions which develop between the coating and the metal which cause the coating to degrade.

Exclusion of other Warranties:

This limited warranty is exclusive and is in lieu of any warranty of merchantability, fitness for particular purpose, or other warranty of quality, whether expressed or implied, and whether written or oral. Corrections of non-conformities in the manner and for the period of time provided herein shall constitute fulfillment of all liabilities of ASP, Inc. with respect to or arising out of the goods whether based on contract, negligence, strict liability in tort, or otherwise.

Other Conditions:

This limited warranty does not apply to the following conditions: areas subject to water run off from lead or copper flashings or areas in metallic contact with lead or copper; areas sheltered from periodic washing by natural rainfall such as the underside eaves and soffits; conditions and circumstances where corrosive fumes or condensates are generated or released inside the building; or forming where the bend is tighter than 2T for sheet thickness up to 0.030" (0.75mm) and tighter than 4T for sheet thicknesses 0.031" (0.76mm) and thicker; the slope of the roof or sections of the roof being flatter than 1/4"/12" pitch; forming which involves severe reverse bending or which subjects the coating to alternate compression and tension; failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels; failure to remove debris from overlaps and all other surfaces of sheets and panels; damage to the coating caused by contact with green, pressure treated or wet lumber, wet storage stain caused by water damage or from condensation; presence of damp insulation or other corrosive materials in contact with or close proximity to sheets or panels; deterioration of sheets or panels caused directly or indirectly by contact with fasteners, the selection of suitable long lasting fasteners to be used rests solely with the buyer.

Stipulations and Limitations for Remedy:

ASP, Inc.'s liability for breach of this warranty shall be limited exclusively to the cost of either repairing non-conforming sheets or panels or at ASP, Inc.'s sole option of furnishing F.O.B. Buyer's plant, sufficient sheet product to enable Buyer to fabricate replacement panels for non-conforming panels.

1. ASP, Inc. shall not in any event be liable for the cost of labor expended by others on any non-conforming sheets or panels or for any special, indirect or consequential damages to any one by reason of the fact that such sheets or panels shall have been non-conforming.
2. Claims must be promptly reported in writing to ASP, Inc. and ASP, Inc. shall be given a reasonable opportunity to inspect the sheets or panels claimed to be non-conforming. Adequate identification of the material involved in the claim, including the date of installation, order number, coil number, invoice number and date of shipment must be established by the Buyer.
3. Buyer shall exercise diligence in the inspection of materials as received from ASP, Inc. so as to mitigate repair or replacement.
4. ASP, Inc. extends this warranty solely to the Buyer. This warranty is non-transferable and non-assignable.
5. ASP, Inc. reserves the right to terminate this warranty at any time (except as to orders already accepted) upon giving written notice thereof.
6. All warranties disputes will be settled under applicable laws of the State of New York, Schenectady County.
7. This warranty becomes effective only upon presentation of paid invoices from the contractor/owner to manufacturer/installer and to ASP, Inc. In no event will future claims be honored if the above payments have not been made.

ASP, Inc. makes no guarantees, either expressed or implied beyond the fact hereof; including, with limitation, warranties of fitness and merchantability and shall have no other liability with respect thereto.

Architectural Sheetmetal Products, Inc.