



## **PORTABLE ALUMINUM PRODUCTS LIMITED TWENTY (20) YEAR PORTABLE PROGRAM PROTECTIVE COATING WARRANTY**

### **PERFORMANCE GUARANTEE**

Fabral, a Euramax company, Lancaster, PA, hereinafter referred to as "Fabral" or "Seller," guarantees that within the continental United States normal outdoor atmospheric conditions (which term excludes corrosive or aggressive atmospheres such as those contaminated with chemical fumes or salt spray) will not cause the paint on the Portable Panels sold to you under this guarantee to:

1. Crack, check, or peel for a period of twenty (20) years.

**NOTE:** A crack is a break in the coating sufficiently deep that the underlying surface is visible. Checking refers to shallow breaks in the coating which do not expose the underlying surface. Peeling occurs when the coating actually comes off the metal in pieces. Slight crazing or cracking may occur on roll formed edges or brake bends at the time of forming and should be considered as standard and shall not constitute a basis for complaint under this warranty. However, the film will not lose adhesion to the substrate when cellophane tape applied at the bend is removed.

2. Chalk in excess of a numerical rating of six (6) for a period of ten (ten) years when measured in accordance with the standard procedure specified in ASTM D-659 (latest).

**NOTE:** Chalk refers to the formation of loose, removable powder evolved from the coating itself upon breakdown of its resin or binder. The test merely utilizes dark or light colored felt rubbed against the surface to pick up a measurable amount of the chalk which is then compared to a standard. On a scale of 10 (best) to 0 (worst), a rating of eight is considered a moderate amount of chalk, while a rating of two would represent extreme chalk.

3. Fade or change in color in excess of six (6) units of color difference ("NBS" units) for a period of ten (10) years when measured in accordance with the standard procedure specified in ASTM D-2244 (latest) paragraph 4.3, on a washed test area.

**NOTE:** Most coated surfaces, when exposed to the sun, will fade to some degree over a period of time. Five NBS units is a noticeable, but not usually objectionable, degree of color change.

Colors may also darken or change hue rather than fade, particularly on exposure in polluted environments. The NBS units are intended to apply to color change in either direction in comparison with the original or unexposed color.

It is understood that fading or color change may not be uniform if the surfaces are not equally exposed to the sun and elements.

For purposes of determining whether an exposed coated panel meets the standards set forth in the above paragraphs, all chalk, dirt and other film deposits on the area of the panel to be tested for color must be removed by washing prior to evaluation.

To wash test area, use a pad of 28/24 mesh cheesecloth and distilled water with mild soap or detergent cleaner. Wet the cheesecloth thoroughly with the solution and rub it, using moderate hand pressure, over an area of panel approximately 4" x 4". Care must be taken to avoid any scratching, burnishing or other physical alteration of the coating surface. After washing as described above, flush off the test area with distilled water and allow to air dry in a vertical position.

### **TERMS AND CONDITIONS**

#### **1. DURATION OF WARRANTY**

The paint coating of Fabral Portable Panel is guaranteed to perform in the manner described above for a period of 20 years for crack, check, or peel, or 10 years for chalk and fade, from the date such panels are installed by Buyer, provided installation occurs within six months from the date of shipment of the panel from Seller's point of manufacture. In no event shall the guarantee extend beyond 20 years and 6 months or for crack, check, or peel or for 10 years and 6 months for chalk and fade, from the date of shipment of the panels from Seller's point of manufacture.

#### **2. CONSTRUCTION CONDITIONS**

**NO EXPRESS WARRANTY AND NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE shall apply:**

(a) to Portable Panels applied without protection over lumber which has been treated with preservatives or fire resistant salts, regardless whether such treatments are occasioned knowingly or without the knowledge of the buyer, the owner, or any other party. This exclusion includes, but is not limited to, lumber which has been treated with pentachlorophenol, chromated copper arsenate salts, creosote, fluor chrome arsenate phenol, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in this exclusion shall be defined as any barrier which prevents the transfer of moisture and salts between the treated lumber and Fabral's roofing and siding material including 4 mil polyethylene or equivalent durable vapor barrier or solid (non-porous) insulation. No other protective barrier shall be acceptable under this provision without the express written approval of Fabral.

(b) failure to properly insulate the products between any dissimilar metals, contact with the ground, animal wastes, decaying materials or wet absorptive materials.

(c) abnormal corrosive atmospheric conditions. This exclusion includes, but is not limited to, contamination from external sources such as manufactured chemicals and salt spray, and internal contamination created by improper ventilation (design or operational defects) or improper housekeeping, as defined by current Midwest Plan Service publications.

### 3. BUYER'S OBLIGATIONS

(a) Buyer shall inspect material received from Seller prior to installation so as to mitigate expense involved in repairing, repainting or replacing defective sheets.

(b) Any claim on account of a defect in the product or for any other cause whatsoever shall be deemed WAIVED by Buyer unless written notice thereof is given to Seller within 30 days after discovery of the defect and within the applicable guarantee period. Seller shall be given reasonable opportunity to investigate all claims, and no products shall be returned to Seller without Seller's inspection and approval and receipt by Buyer of written shipping instructions from Seller.

(c) To be effective, Buyer's notice shall include such records as may enable Seller to establish the Fabral order number, Fabral invoice number, date of shipment by Fabral, and the date of installation in the form of siding or roofing panels of the claimed defective sheet. These records must be duly authenticated, be made in the ordinary course of business, and be contemporaneous with the events noted therein. Buyer shall also present such evidence that establishes that any claimed defect was due to a breach of the guarantee stated herein.

### 4. EXCLUSIVE REMEDY

(a) If it is determined to Seller's reasonable satisfaction, upon inspection, that a sheet is defective, Seller shall have the right to either repair, repaint or replace the defective sheet utilizing such normal materials, methods and workmanship as are needed to fulfill the original performance guarantee but without extension of the duration thereof. Seller's liability and Buyer's exclusive remedy under this guarantee shall be limited to repair, repainting or replacement as Seller may elect. In fulfillment of its guarantee, Seller shall in no event be liable to incur costs which exceed Seller's price for the defective sheet.

(b) Buyer hereby WAIVES all remedies not expressly provided herein including, but not limited to, damages for injury to person or property and incidental and consequential damages for loss of use, revenues, or profit.

### 5. EXCLUSION OF WARRANTIES

(A) THE WARRANTY DESCRIBED HEREIN SHALL BE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SELLER ALSO DISCLAIMS AND BUYER WAIVES ANY LIABILITY OF SELLER IN TORT, STRICT OR OTHERWISE, OR OTHERWISE IN LAW, FOR DAMAGES, DIRECT OR CONSEQUENTIAL, RESULTING FROM A DEFECT IN DESIGN, MATERIAL, WORKMANSHIP, OR MANUFACTURE, WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE.

(B) THIS WARRANTY SHALL NOT APPLY IN THE EVENT OF THE OCCURRENCE OF ANY OF THE FOLLOWING CONDITIONS, REGARDLESS WHETHER SUCH CONDITIONS ARE OCCASIONED BY THE NEGLIGENCE OF THE BUYER OR ANY OTHER PARTY: (1) DAMAGE INCURRED IN THE HANDLING OR SHIPMENT OF THE PRODUCT; (2) DAMAGE INCURRED AS A RESULT OF IMPROPER STORAGE OR INSTALLATION; (3) DAMAGE RESULTING FROM PROLONGED MOISTURE CONTACT OR CONTACT WITH CORROSIVES AND/OR SIMILAR MATERIALS.

(C) THE WARRANTY DESCRIBED HEREIN IS LIMITED TO THE PANEL'S STANDARD EXTERIOR SIDE FINISH.

### 6. WHO CAN MAKE A CLAIM UNDER THIS PERFORMANCE GUARANTEE.

This guarantee extends to the first owner of the building on which the material is installed ("Owner") and is non-transferable and non-assignable. No rights against Seller shall be created by any transfer or assignment. Buyer or its agents or representatives shall not claim, represent or imply that this guarantee extends or is available to parties other than buyer, and to the limit of its legal rights to do so Buyer shall cause any party to cease and desist of any such misrepresentation. This condition shall constitute a material term of this guarantee and its violation by Buyer shall excuse Seller from its obligations hereunder. If the material does not perform as promised in this guarantee, Seller will honor a claim made by Buyer on Owner's behalf.

### 7. TERMINATION

Seller reserves the right to terminate this guarantee except with respect to orders which it has already accepted upon the giving of written notice thereof.

### 8. MERGER

Oral statements made by Seller's representatives and written descriptions of the products appearing elsewhere than on the face hereof are not warranties and shall not be relied upon by Buyer. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modification hereof, to be effective, shall be in writing, shall expressly refer to this warranty, and shall be signed by an authorized representative of Seller.