

20 YEAR

LIMITED PAINT WARRANTY

Tru-Steel HD

Exterior Vertical Panels & Interior Panels



**METALLION
INDUSTRIES**

Your Metal Roofing, Siding & Building Supplier

850 NW Park Avenue
Estacada, OR 97023
503-630-7740

askus@metallionindustries.com
www.metallionindustries.com

Metallion Industries, Inc. provides and grants this exclusive limited warranty to its original CUSTOMER of Tru-Steel digitally printed steel products (each and collectively). Metallion Industries exclusively warrants to Metallion Industries' original CUSTOMER, subject to the terms and conditions set forth below, that each product sold by Metallion Industries solely for use in exterior vertical panels and interior panels applications within the continental United States, Alaska, Canada, and Mexico will, during the warranty period (defined below):

- A)** Retain its film integrity, meaning the absence of checking, chipping, cracking, or peeling, as a result of the formulation of the product, excepting crazing or slight cracking as may occur on tightly roll formed edges or brake bends at the time of forming pre-printed sheet steel.
- B)** Not chalk or oxidize in excess of a number eight (8) rating, when measured in accordance with the standard procedures specified in ASTM D4214.
- C)** Retain its print image such that it is visually discernable from a distance of ninety-six (96) inches under observation in daylight conditions. Color change will be uniform, except where exposure conditions are non-uniform. Observation of coated surface shall be clean of surfaces soils.

For purposes of this warranty, the term "warranty period" means the period of time that begins on the earlier of the date (a) of installation of the product by the CUSTOMER, or (b) six (6) months after the date of manufacture of the product by Metallion Industries and continues thereafter for a period of twenty (20) years.

THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS (All of the following conditions and limitations constitute material terms of this warranty and failure to satisfy any one or more of the conditions shall render this warranty null and void, releasing Metallion Industries from all obligations hereunder):

CONDITIONS:

- 1)** When presenting a warranty claim, CUSTOMER must provide written notice to Metallion Industries, at 850 NW Park Ave., Estacada, OR 97023, with appropriate documentation to identify the product involved in the claim, including the date of shipment by Metallion Industries, date and location of installation, Metallion Industries order number, and such evidence that establishes the claimed non-conformance is covered under this warranty.
- 2)** CUSTOMER must provide Metallion Industries a reasonable opportunity to inspect the claimed defect.
- 3)** CUSTOMER must assist Metallion Industries in determining the cause of the claimed defect.
- 4)** Metallion Industries will require CUSTOMER to execute a general release to complete the warranty claim and initiate the payment process. This will establish the closure of the submitted warranty claim.
- 5)** This warranty shall be governed by and construed in accordance with Oregon law, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than Oregon. Any legal suit, action, or proceeding relating to this warranty or any product shall be instituted in the federal or state courts sitting in Clackamas County, Oregon. Each party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection or defense based on lack of jurisdiction or inconvenient forum; the parties also waive the right to trial by jury.

LIMITATIONS:

- 1)** This warranty does not cover corrosion of the metal, including the exposed edge corrosion of the substrate, or other damage or failure of the product, caused by any reason other than corrosion, or damage or failure of the product, caused by normal atmospheric conditions. Normal atmospheric conditions do not include, and this warranty does not apply to any product exposed at any time to abnormal, corrosive, or aggressive atmospheric conditions, including without limitation, industrial environments or other atmospheres wherein a product is exposed to, or contaminated with chlorides, chemical fumes, salt (including salt spray), airborne emissions, excess humidity, condensation, frost, mold, mildew, or fungus on product surfaces, or other corrosive elements (collectively, "abnormal conditions").
- 2)** This warranty does not cover: (a) damage to, or failure of, the product caused by improper storage of the product prior to installation (NCAA guidelines described in the series titled "How to Fabricate Pre-Paint"), moisture, or other contamination detrimental to the product due to improper packaging, handling, shipping, processing, and/or installation, in each case, by any party other than Metallion Industries; (b) damage to, or failure of, the product due to scratches, abrasions, impacts, mechanical damage, or abrasive or chemical cleaning; (c) damage to, or failure of, the product due

to exposed edges, or any other condition between the substrate and coating which causes coating degradation or delamination; (d) damage to, or failure of, the product due to any deficiency in the cleaning (including use of bleach-based cleaners), installation, or failure of the metal for any reason; (e) damage to, or failure of, the product caused by any external contaminant or condition (other than normal atmospheric conditions) that causes coating degradation or delamination; (f) damage to, or failure of, the waste; (h) damage to, or failure of, the product where accessories, including snow guards and solar panels are attached or adhered to the product; (i) color change due to varied exposure to the elements, unless such color change meets the definition of color change above.

- 3) This warranty does not cover damage to, or failure of, the product due to acts of God, falling objects, external forces, explosions, fire, pollution, radiation, harmful fumes, chemical attack, or other similar or dissimilar occurrences beyond Metallion Industries' control.
- 4) This warranty is non-transferable and non-assignable by CUSTOMER, and CUSTOMER shall not permit its agents, representatives, customers, distributors, applicators, or contractors to claim, represent, or imply that this warranty extends to or is available to anyone other than the original CUSTOMER of Metallion Industries. This warranty will automatically expire upon any change or transfer of ownership of the product. Metallion Industries does not make any warranty to any customer of Metallion Industries' CUSTOMER and Metallion Industries is not responsible for any warranty Metallion Industries' CUSTOMER may provide to its customer or the ultimate end user of the product if not Metallion Industries' CUSTOMER.

CLAIMS PROCESS

- 1) CUSTOMER must demonstrate reasonable satisfaction of Metallion Industries that the failure of the product was due to a breach of this warranty. The claim must present as an issue with the digital print on the product and at no time will Metallion Industries entertain claims associated with the application of touch-up paints, issues associated with exposure of the products to any abnormal conditions, or any other engineering or installation issue.
- 2) CUSTOMER must follow Metallion Industries' warranty claim process, including the conditions above, and submit a warranty claim form within thirty (30) days of discovering an alleged defect to initiate an investigation.
- 3) If needed, industry standard field-testing using ASTM and NCCA procedures will be used in the investigation.
- 4) Metallion Industries' sole and exclusive obligation, and CUSTOMER'S sole and exclusive remedy, shall be limited to, at Metallion Industries' option, the reimbursement of the cost of labor and material reasonably needed to repair, repaint, or replace the product that is determined to be defective. The benefits of this warranty shall not exceed the original purchase price of the affected product even if this warranty fails of its essential purpose. Any resolution of a claim will be settled with the CUSTOMER. The warranty for any refinished or replaced product shall only be for the remainder of the original warranty period applicable to the original product.

EXCEPT AS CONTAINED HEREIN, IN NO EVENT SHALL METALLION INDUSTRIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSS OF PROFITS, BUSINESS, OR GOODWILL ARISING OUT OF OR RELATING TO THE PRODUCT OR THIS WARRANTY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER METALLION INDUSTRIES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THE LEGAL OR EQUITABLE THEORY (CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE OF ANY KIND, STRICT LIABILITY, TORT, OR ANY OTHER THEORY) UPON WHICH THE CLAIM IS BASED.

Metallion Industries reserves the right to terminate or amend this warranty at any time upon thirty (30) days advance written notice, except with respect to any product that has already been shipped to CUSTOMER.

This warranty is only for the digitally printed coating on the product and only for product sold by Metallion Industries solely for use in vertical/door applications within the continental United States, Alaska, Canada, and Mexico.

Except as set forth herein, Metallion industries makes no other express or implied warranties and Metallion industries disclaims all other express or implied warranties, under statute or arising otherwise in law from a course of dealing or usage of trade, including without limitation, any warranty of fitness for a particular purpose or use, warranty of merchantability, or warranty of freedom from patent infringement.

This warranty is executed by Metallion Industries and CUSTOMER subject to all terms, conditions, and limitations contained herein, intending to be legally bound:

Customer Name	Site Address	Customer's Signature	Date
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Panel type & color	Steel production mill	Paint manufacturer	Invoice Number	Metallion Owner's Signature	Date
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THIS LIMITED WARRANTY WILL BE VOID UNLESS A COUNTERSIGNED COPY IS RETURNED TO METALLION INDUSTRIES WITHING THIRTY (30) DAYS AFTER THE DATE OF METALLION INDUSTRIES' SIGNATURE.