

Limited Lifetime Non-Prorated Paint & Steel Warranty on 29ga, 26ga, or 24ga Textured Paint Metal Panels

Section A: Limited Lifetime Warranty of Textured Paint Metal Panels

MID MICHIGAN METAL SALES LLC ("Mid Michigan Metal Sales") warrants to the original purchaser/owner that any 29 gauge, 26 gauge, or 24 gauge Hardy brand of products manufactured by Mid Michigan Metal Sales using premium AZ50 Galvalume® or G90 Galvanized Steel, painted with Sherwin Williams's WeatherXL Crinkle Finish (29/26 gauge products), Dura Coat's XT-40S (26 gauge products) or CoreLine TLG PVDF (24 gauge products) paint system, will be free of defects in the steel that would cause the paint or steel to lose its integrity for the lifetime of the structure. If the purchaser/owner is someone other than an individual, such as a Government Agency or Entity, Corporation, Church, School, Etc. the warranty period will be Forty (40) years from the date of purchase (See section D).

Although it is recognized by Mid Michigan Metal Sales, that most coatings, including Valspar's WeatherXL Crinkle Finish and Dura Coat's XT-40S paint system, will fade and change in appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, Mid Michigan Metal Sales, warrants that the goods covered by this warranty will resist natural weathering to the extent that they will conform to the performance standards listed below during a period of the lifetime of the roof for film integrity and a period of 40 years after shipment for both chalking and color change, provided that all conditions of this warranty are first met. Provisions (1) through (3) below apply to buildings installed north of the 15° parallel of latitude in the northern hemisphere. Only provision (1) applies to buildings south of this latitude.

1. For the Lifetime of the roof, our textured paint will not peel, flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation. NOTE: Slight cracking may occur on roll-formed edges or break bends at the time of forming, and is considered as standard—such cracking shall not constitute a basis for complaint under this limited warranty; and
2. For Forty (40) years, vertical installations of our textured paint will not change color more than 5 NBS (Hunter) units, and non-vertical installations will not change more than 7 NBS (Hunter) units following field installation. 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. For Forty (40) years, vertical installations of our textured paint will not chalk more than a number 8 rating, and non-vertical installations will not chalk more than a number 6 rating, when measured per ASTM D-4214, Method A.

This is a material warranty only for products manufactured by MID MICHIGAN METAL SALES. MID MICHIGAN METAL SALES warrants that the Hardy Brand panels and trims, be free from manufacturing defects that result in rusting, rotting, splitting, cracking (including splitting, cracking and perforation from hail stones measuring 1½ inches in diameter or less) curling, losing impact resistance with age, burning and supporting combustion and which manufacturing defects materially affect the Product's performance ("Nonconforming Product"), subject to the exclusions and limitations set forth in this certificate. Other products or materials used in the installation may have their own manufacturer's warranty. The installation contractor should provide you with a separate workmanship warranty.

Section B: Limited Lifetime Warranty Exclusions

This Limited Lifetime Warranty does not apply to the following.

Acts of God, fire, explosions, falling objects, or any other matter not in our control including mishandling of our metal products, storage of the metal products before installation, alterations, modifications, or for being used other than specified. Damages to the material due to improper shipping, handling, installation, erecting of the panels on the job site and/or any act of negligence of the customer or any third party after the panels leave the possession of Mid Michigan Metal Sales. Claims arising from the following conditions will also not be warranted; a) Steel shavings from sawing sparks that come into contact with the paint surface. b) Damage to the paint surface due to the use of an abrasive saw blade. c) Damage due to the use of wet, green, or treated lumber. d) Use of nonapproved fasteners or clips. Damage caused by hail larger than 2 inches will not be covered by this Lifetime Limited Warranty. Products that have been installed/stored where animals or animals waste, salt spray, or harmful fumes have come in contact with the metal products. Where materials/items such as snow guards and solar panels are attached to the panel. Textured paint which suffers from improper forming, fabrication, or embossing; cut edge exposure; corrosion of the substrate; or the development of any other condition between the coating and the substrate which causes the coating to degrade or delaminate, including any failure or deficiency in the cleaning process or pretreatment; textured paint which is installed within 1000 meters of a salt water or other marine environment.

Section C: Remedy

If the product fails due to anything listed in section A, MID MICHIGAN METAL SALES will replace or repaint the defective panel(s) at its sole discretion. We reserve the right to inspect the panels and make sure they were installed to industry standards of common practices, MMMS or similar installation manuals that were used at time of installation. If Mid Michigan Metal Sales chooses to replace or repaint the defective material, the liability is expressly limited to the purchase price of the defective material, and labor costs will not be given due consideration. Mid Michigan Metal Sales will not be held responsible for any losses, damages, or expenses caused by or resulting from the use of defective material. Mid Michigan Metal Sales reserves the right to terminate or modify this warranty except with respect to orders already accepted.

Section D: NON INDIVIDUAL or 2ND OWNER'S LIMITED PRODUCT WARRANTY

Non Individual owner (as stated in section A) or the 2nd Owner's Product Warranty is up to (40) years from the Installation Completion Date. If during the warranty term there is Non-conforming Product, the Manufacturer in its sole discretion, will cover its material costs to repair, refinish or replace the Nonconforming Product, subject to the exclusions, conditions, limitations, and remedy set forth in this warranty. Repaired, refinished or replaced product is warranted for the remainder of the Forty (40) year warranty term. Non Individual or the 2nd Owner must give the Manufacturer the first opportunity to inspect the product and provide all reasonable access to complete service and cure any Non-conforming Product.

Section E: Purchasers/Owners obligations

1. Send written notice of the warranty conditions within thirty days of the appearance of any detectable defect.
2. Provide access to the affected panels and site.
3. The purchaser must retain the original receipt from MMMS or the installation contract from the installer for warranty claims.

This is the complete warranty on our Metal Products. It is issued to the original owner and can only be assigned or transferred once by the original owner within 10 years of purchase.