



LYON ROOFING INC. WARRANTY – LIFETIME (LIMITED) WARRANTY

Lyon Roofing INC warrants in the continental United States that under normal atmospheric conditions, the exterior paint on its pre-painted Lyon Roofing INC. metal roof and siding panels will meet the following specifications:

Film Integrity: For a (limited) lifetime, will not peel, flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation. NOTE: Slight crazing or cracking may occur on roll-formed edges or break bends at the time of forming, and is considered as standard - such crazing or cracking shall not constitute a basis for complaint under this limited warranty: and

Chalk Rating: For thirty (30) years, sidewall panels will not chalk more than a number eight (8) rating and roof panels will not chalk more than a number six (6) rating when measured per ASTM D 4214, Method A: and

Fade Rating: For thirty (30) years, sidewall panels will not change color more than seven (7) AE (delta E) Hunter units and roof panels will not change color more than (7) AE (delta E) Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surfaces deposits and chalk per ASTM D 3964.

Limitations on Warranty

1. This Warranty is extended to the original buyer and a one time transferable 10 year from date of manufacturing.

2. Seller's Warranties apply only to panels which have been exposed to normal weather and atmospheric conditions and does not apply to defects or failures caused by the acts of God, falling objects, misuse, improper assembly, external forces, explosions, fire, vandalism, deliberate destruction or damage, riots, civil commotions, act of war, hot or cold ashes, creosote, radiation, or harmful gases or fumes, excessive salt atmospheres, chemicals, acid rain and foreign substances (i.e., abnormal quantities of sand or dirt particles) in the air or atmosphere. Regardless of roof or pitch, internal contamination created by improper ventilation or improper housekeeping. Installation must provide for proper drainage so as not to hold any water, this Warranty does not cover damages to the product's finish caused by shipping, handling, transit, processing, storage, or installation including moisture entrapment in bundles during transit or storage.

3. Claims arising from the following conditions will also not be warranted:

- A.)** Steel shavings from cutting or drilling sparks that come into contact with the paint surface.
- B.)** Damages to the paint surface due to the use of abrasive saw blade.
- C.)** Panels used on or near animal confinement.
- D.)** Damage due to the wet, green, or treated lumber.
- E.)** Use of fasteners not recommended by Lyon Roofing INC. which are deemed inferior.
- F.)** Any product installed after 30 days of delivery date.

4. This Warranty does not cover failures resulting from improper forming, fabrication or embossing: cut edge exposure and edge creep:
corrosion of the substrate: or the development of any other between the coating and the substrate which caused the coating to degrade or delaminate.

5. In no event shall the Warranty extend beyond 30 years and one month from the date of the invoice of the panels for chalk and fade.

Buyer Obligations

1. Buyer must inspect material received prior to installation as to mitigate expense involved in repairing, repainting or replacing defective sheets. The Buyer accepts responsibility upon receipt of the material in the condition in Paragraph 3 of Limitations on Warranty.

2. Any claim on account of a defect in the product or of 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 defects 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, approval and receipt by Buyer of written shipping instructions from Seller.

3. To be effective Buyer must provide the Seller the original Lyon Roofing INC invoice with the Lyon Roofing INC order and invoice number, date of shipment by Lyon Roofing INC, and the date of installation in the form of roofing and siding panels of the claimed defective sheet. Buyer shall also present such evidence that establishes that any claimed defect was due to the breach of guarantee stated herein.

Buyer must present photo evidence to the Seller of claim before a site visit is given. One photo of the claim or claims and (4) photos of the complete project facing North, South, East and West. These records must be duly authenticated, be made in the ordinary course of business, and be contemporaneous with the events noted therein.

4. Should the Buyer become insolvent, bankrupt, make an assignment for the benefits of its creditors, or for any reason discontinue its normal or regular business practices, this warranty shall forthwith become null and void and of no legal effect.

Exclusive Remedy

If any Seller's products fail to platform as warranted, the company will, at its option, repaint or replace the defective panels or refund the buyer the original price, less prorate paid for the material.

Lyon Roofing INC total liability is expressly limited to the purchase price of the defective material. Except as provided herein, Lyon Roofing INC shall not be liable for any losses, damage or expense, whether direct, incidental or consequential, caused by or resulting from the use of defective or non-conforming products.

Exclusive of Warranties

The express Warranties and Remedies stated herein are the exclusive Warranties and Remedies applicable to the products.

All implied Warranties, including any implied Warranty of Merchantability or fitness for a particular purpose, are expressly excluded.

- ◆ Panels shall be warranted only if they have sufficient slope to prevent the accumulation of standing water.
- ◆ This Warranty does not cover failures resulting from edge corrosion or if failure is caused by failure of metal substrate, or conversion coating material. This Warranty does not cover occurrences of wet storage stains.
- ◆ Seller shall not be liable for any special or consequential damages except as may be expressly set out herein. Without limiting the generality of the forgoing, this Warranty pertains to product only, and the Seller shall not be liable for or relating to labor or loss of use of structure or damage to contents of structure.

◆ **Transferable Limited Lifetime Warranty**

This Limited Warranty automatically expires upon any change or transfer of ownership of the property on which the metal is originally installed, with exception this Limited Warranty will cover one change or transfer of ownership of the property from the original owner (e.g., natural person) providing said transfer takes place within the first ten (10) years from the initial date of installation. Exception does not apply if the original purchaser is not a natural person (e.g., a corporation or association). If the original purchaser is not a natural person the Film Integrity warranty is limited to 40 years. The continuation of coverage to the original owner will be in effect for the unexpired portion of the Limited Warranty period based on the initial date of installation, and shall be offered only to the first change or transfer of ownership. Once the initial ten (10) year period has expired or one (1) change or transfer of ownership of the property has occurred, any change or transfer of ownership of the property will cause automatic expiration of this Limited Warranty for the property on which the metal is originally installed.

◆ **Termination.**

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

◆ **Effective Date**

The effective date of this Warranty shall be the date on which the Buyer takes possession of Seller's product.

◆ **Agreed Procedure for Determining Conformation with Specification**

For the purpose of determining whether an exposed panel meets the standards set forth above, 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 the test area, use a pad of 28/24 mesh cheesecloth and distilled water and a mild detergent cleaner.

Wet the cheesecloth thoroughly with the cleaning and rub it, using moderate hand pressure, over an area of the panel approximately 4" x 4". Care must be taken to avoid any scratching, burnishing or other physical alteration of the coated surface.

- ◆ After washing, as described above, flush off the test area with distilled water and allow to air dry.

◆ Failure to keep condensation from nested materials may result in damage or wet storage stain, voiding manufacturer's guarantee. If project requires a material/finish Warranty to be issued, completely fill out information below and submit to Lyon Roofing INC customer.

Project Name:

Project Address:

Owner Name:

Installer Name:

LMR Invoice:

LMR Rep. Signature: _____ Date: _____

