CMP

30-YEAR COATING
Limited Warranty

This warranty is issued by Construction Metal Products to the customer identified in this Certificate and applies to the finish on flat sheet and coil products. (Hereinafter referred to as the "Product", with PVDF based coating consisting of KYNAR 500 or Hylar 5000 resin, (hereinafter referred to as the "Coating"), if erected anywhere within the United States including Alaska and Hawaii.

1. CMP warrants that during the Thirty (30)

Year Warranty Period, CMP coatings will not Peel, blister, flake, chip, check, or crack (except for Such slight crazing or cracking as may occur on tightly roll-formed edges or break bends at the time of roll forming or other fabrication of pre-painted sheet or coil and which is accepted in the industry as standard). CMP warrants that, when installed vertically or not more than eighty-six degrees from the vertical, the Coating will not chalk in excess of a numerical rating of 8 for twenty years when measured in accordance with the standard procedures specified in ASTM D-659-80 Notwithstanding the foregoing, CMP makes no warranty against chalking for any embossed Products which are installed 46 degrees or more from the vertical. CMP warrants that, when installed vertically, or not more than eighty-six degrees from the vertical, the Coating will not fade or change color for twenty years in excess of 5 NBS units when measured according to ASTM C-2244-79 on exposed paint surfaces which have been cleaned of foregoing, CMP makes no warranty against fading or color change for any embossed Products which are installed 46 degrees or more from the vertical..

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2. This Warranty does not cover damage or deterioration caused by any occurrence beyond CMP's control, including, without limitation, Fire, vandalism, radiation, foreign substances in the atmoshere (such as those contaminated with chemical fumes), intermittent or continual submersion in water or any other liquid or solid material, damage from wind, deliberate damage, improper handling by erectors, fabrication of flat sheet or coil, mechanical damage or any other physical damage.

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3. This Warranty will apply to product on a surface less than 1,000 feet from the salt water (coast or canal), only if maintenance was performed by the building owner including an annual " sweet water" (fresh tap water) rinse in accordance with AAMA 610.1.1979. The product must not be cleaned with abrasive or chemical cleaners.

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4. This Warranty does not cover damage or deterioration resulting from moisture contamination or entrapment or any other contamination detrimental to the coating which occurs prior to installation of the Products, including, without limitation, contamination (occurring during shipment of the Product to the jobsite or during storage at the jobsite. This Warranty does not cover failure due to corrosion of substrate. Other CMP warranties address corrosion issues.

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5. Uniform fading and color change of the Products are excluded from this Warranty, since exposure to sunlight and extremes of weather and temperature will cause any colored surface to gradually fade, darken, chalk, or acquire surface accumulation of dirt or stains. The severity of these conditions depends on the air quality, the geographic location. of the property, and other local conditions over which CMP has no control. Non-uniform fading and color changes are not covered by this Warranty if they result from the coated surfaces being unequally exposed to sunlight and the elements.

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6. All Warranty work will be performed by CMP or by a company, dealer, contractor, applicator, or distributor selected by CMP. Since there may be a color variance between the replacement or repainted Product and the originally installed Product due to normal weathering (i.e. exposure to sunlight and extremes of temperature and weather) of the originally installed Products, this condition shall not be indicative of a defect.

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7. Notwithstanding anything to the contrary contained herein. CMP's liability shall not exceed the lesser of the following: (i) the customer's liability directly attributable to a breach of warranty, or (ii) the refinishing or replacement of the failed coated material, or at CMP's option, refund of the purchase price. CMP shall not be liable for injury to property other than the flat sheet and/or coil products coated the fluorocarbon paint systems, in the condition and as purchased by customer from CMP. CMP in all instances, shall have the sole and exclusive right to determine whether or not refinishing or replacement of the failed areas is required, and to fulfill its obligation under the Warranty, reserves the right to negotiate and approve any final contract let for refinishing and replacement as the case may be.

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8. Claims under this Warranty must be presented in Writing during the warranty period and within thirty (30) days after Customer becomes aware that any warranted condition has occurred. Time is of the essence and failure to give notice within the specified time shall discharge CMP from any obligations under this Warranty. CMP must be given a reasonable opportunity to do an on-site inspection to determine if there is a coating failure.

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9. Any controversy or claim arising out of or related to this Warranty, or the breach thereof shall be brought before a court of competent jurisdiction in Statesville, North Carolina under the substantive and procedural laws of the State of North Carolina.

10. Customer acknowledges that Construction Metal International, Inc., is not the manufacturer or applicator of the coating warranted herein and agrees that all issues arising from or related to the exceptions Set forth herein shall be determined finally and conclusively as to Customer, by the original manufacturer.

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11. Due to pigment limitations, Banner Red is covered by ten year warranty.

12. THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY ANDEXCLUSIVE REMEDY, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES, ARE MADE, AND ANY SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. CUSTOMER WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST THE SELLER, AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF CMP.
CMP SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CMP HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY. THIS WARRANTY IS EXTENDED TO CUSTOMER ALONE AND NO OTHERS, IS NON-TRANSFERABLE AND NON-ASSIGNABLE, AND MAY NOT BE ENLARGED IN ITS SCOPE BY ANY REPRESENTATIVE, SALESPERSON, AGENT OR OTHER EMPLOYEE OF CMP. THE CUSTOMER SHALL NOT PERMIT ANYONE TO CLAIM OR IMPLY THAT THIS WARRANTY EXTENDS OR CAN BE "PASSED THROUGH" TO ANYONE OTHER THAN THE CUSTOMER. THIS PROVISION IS A MATERIAL TERM OF THIS WARRANTY AND ITS VIOLATION OR BREACH BY CUSTOMER OR ANY OF CUSTOMER'S AGENTS OR REPRESENTATIVES, SHALL VOID AND CANCEL THIS WARRANTY FOR ALL PURPOSES.

This warranty is not valid unless signed by an authorized agent of CMP.

Issued To:

_____
(Customer Name)

Project Name

Product Covered:

_____President_____
Construction Metal Products Title

Date: _____

Sample