



## D7 Metals PVDF Limited Warranty

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Buyer Name: \_\_\_\_\_

Installer Name (if different from Buyer): \_\_\_\_\_

Invoice Numbers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Warranty Begins: \_\_\_\_\_

By: \_\_\_\_\_

(Warranty Administrator)

Date: \_\_\_\_\_

\*Not Valid Without Authorized Signature\*

### **WARRANTY**

D7 Metals LLC ("Seller") warrants that all materials are manufactured in accordance with the appropriate standards of engineering and production skills from durable high-quality materials. Seller warrants that Seller's products, upon delivery, are free from defects in material and workmanship not otherwise inherent in the products sold. Seller warrants that only under normal outdoor atmospheric conditions the PVDF coating on the pre-painted Galvanized, Galvalume or Aluminum panels (including any manufactured trims and flashings) sold to original purchaser (Buyer) will meet the following specifications, subject to the terms, conditions, and exclusions of this Limited Warranty:

- Integrity of the coating is warranted for a period of 30 years. The PVDF coating will not crack, flake, chip, or peel for a period of 30 years.
- PVDF coated products will not chalk in excess of ASTM D-4214 Method A number 6 rating on horizontal applications (roofing) and a number 8 rating on vertical applications (sidewall) for a period of 30 years.
- PVDF coated products will not fade in excess of more than 5 Hunter  $\Delta E$  units on horizontal applications (roofing) and 5 Hunter  $\Delta E$  units on vertical applications (sidewall) for a period of 30 years as determined by ASTM D- 2244. Color changes may not be uniform on surfaces that do not have equal exposure to sun and elements. Seller does not warrant that color changes will be uniform.



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### DISCLAIMER OF ALL OTHER WARRANTIES

THIS LIMITED WARRANTY IS ENTIRELY AND COMPLETELY IN LIEU OF ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. SELLER MAKES NO WARRANTIES OF FITNESS OR MERCHANTABILITY WHATSOEVER, AND ALL SUCH WARRANTIES ARE EXPRESSLY AND ENTIRELY DISCLAIMED. THE INSTALLATION OF THE PRODUCTS AT THE PROJECT IS UNQUALIFIED AND IRREVOCABLE ACCEPTANCE OF THE ENTIRETY OF THE TERMS, CONDITIONS, AND LIMITATION OF THIS LIMITED WARRANTY. THIS WARRANTY IS IN LIEU OF ALL OTHER REMEDIES OF ANY KIND, SORT, OR NATURE AND ALL OTHER REMEDIES ARE SPECIFICALLY WAIVED AND DISCLAIMED.

THE APPLICATION OF ANY EXCLUSION OR CONDITION SHALL NEVER OPERATE TO CREATE OR RESTORE ANY OTHER REMEDIES OTHER THAN THIS WARRANTY.

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### EXCLUSIONS AND CONDITIONS

This Limited Warranty **excludes and does not** apply if the following conditions:

- Any product for which full and complete payment was not timely made.
- Minute fracturing in the coating which may occur during proper fabrication.
- Failures of the coating due to substrate corrosion or deterioration, whether from the front or back side of the substrate.
- Any project where any product is installed within 1,500 feet of any body of salt water. Salt water includes brackish water.
- Any damage or deterioration to the coating due to chemical exposures or abnormal weather or atmospheric conditions
- Any damage to the product due to improper shipping, handling, installation, or failure to remove protective masking, metal dust, and shavings. **ALL PRODUCT IS SOLD F.O.B. SELLER'S WAREHOUSE. Buyer must carefully inspect all products when delivered to the project location, and promptly report any damage to Seller. Any damaged product installed is not warranted in any way.**
- Product defects or failures caused, in whole or in part, by acts of God, external forces, misuse, falling objects, improper assembly or installation fire, explosions, vandalism, deliberate damage or destruction, riots or acts of war.
- Failures resulting from edge corrosion or due to failure of metal substrate.
- Failures resulting from materials not being stored properly resulting in wet storage stains, discolored and/or corroded metal due to being in contact with dissimilar metals.
- Product damage caused by storage or installation in area where harmful gases or fumes, corrosive chemicals, radiation, falling objects, foot traffic, fire, explosions, or any other adverse conditions.
- Roofs where the slope of roofing applications is less than 1/2": 12", bend tighter than 2T while forming, forming involving severe reverse bending or that of which subjects the PVDF coating to alternate compression and tension
- Applications where the panels are sheltered from washing by natural rainfall.
- Damage or discoloration due to failure to remove protective strippable film (if applicable).
- Attachment or adhesion of materials or items on top of the products such as solar panels.
- This warranty applies solely to the Owner listed above. This warranty is non-transferable and non-assignable. The sale or transfer of the property by the Owner terminates this warranty.
- Seller may terminate this warranty upon at least 30 days' written notice to the Owner; however, any termination shall not affect any rights or warranty claims timely made or asserted before such termination.
- **This warranty entirely excludes any liability for indirect, consequential, special, or exemplary damages and all claims for such damages in the event of a breach of this warranty are specifically waived and disclaimed.**



***Compensatory damages in the event of a breach of this warranty and Seller's failure to honor a valid warranty claim are limited to the original purchase price of the warranted product.***

#### **HOW TO MAKE A WARRANTY CLAIM**

Any claim under this warranty must be made in full conformance with the following procedures and processes. No claim that is materially non-conforming with these requirements is waived:

1. If the product is visibly non-conforming when delivered, Buyer or Owner must provide notice to Seller of such non-conformance within 30 days of delivery, but in any event, before installation. Any warranty claims for product that is visibly non-conforming on delivery are **waived** if not made within 30 days or made after the product is installed.
2. This warranty must be completed and a copy returned to Seller within 90 days of installation of the product. The return of the completed warranty is a specific representation by Buyer and Owner that the product was not visibly non-conforming when delivered. Seller will sign the warranty above and return a copy to Buyer and Owner.
3. Buyer or Owner must present all claims under this warranty within 30 days of discovery of defects or conditions that do not conform to this warranty.
4. Any claim under this warranty (whenever made) must be made in writing, provided to Seller either: (a) in writing by a method by which delivery may be confirmed; (b) electronically, but if presented electronically, the warranty does not apply until Seller confirms receipt of the warranty claim. Any claim shall include: (a) a description of the alleged non-conformance or defect; (b) photographs reasonably depicting such non-conformance or defect; (c) either a copy of this warranty, copies of receipts for the purchase of the product, or other documents by which the order number, date of shipment, date of installation, Buyer, and products may be ascertained by Seller.
5. Upon receipt of the claim (if in writing) or confirmation of receipt (if submitted electronically), Seller shall have a reasonable opportunity to inspect the materials. Owner must provide Seller access to the materials in order to inspect, and failure to provide access is a waiver of the claim.
6. If after Seller's inspection Seller determines that the claim is valid under the terms of this warranty, then Seller agrees, at its sole option and discretion, to repair, refinish or replace nonconforming material.
  - If refinishing, Seller shall absorb the cost of materials and labor necessary to refinish those areas showing failure. Seller shall use normal finishing practices to apply a PVDF coating or suitable alternative. Seller will have the sole discretion of the appropriate refinishing system to use.
  - If repairing or replacing defective material, Seller shall at its option, and F.O.B. Seller, supply either replacement components or suitable sheet to fabricate components for those areas determined to be defective. Seller shall have no liability for labor cost to remove nonconforming panels and replace with new. Seller shall have no liability for indirect or consequential damages to anyone by reason that said material may have been nonconforming.
  - This warranty applies to the part or parts of the PVDF coating refinished, repaired or replaced by Seller but only for the unexpired portion of the original PVDF coating warranty.

It is at the discretion of the Seller to decide which option to take as far as refinishing, repairing or replacing. In lieu of any of the alternatives described, Seller may, at its sole option and discretion, refund a cash amount to the Buyer equal to Seller's original invoiced price for any nonconforming materials as satisfaction in full for any claims that fall under this warranty. Additionally, should refinishing, repairing or replacing the nonconforming material require removal of solar panels or solar films Seller assumes no responsibility for cost whether original, replacement or reinstallation of the solar panels/solar film. This warranty at no point bestows upon the Buyer the right to refinish, repair or replace any areas of PVDF coating that are under dispute without written notice or agreement from Seller. Repair, refinishing, or replacing of the PVDF coating by others or persons not specifically authorized by seller results in this warranty being null and void.

7. This warranty shall be enforced and construed according to the laws of the State of Florida. Any legal attempt to enforce or construe this warranty shall be done so in a Court of Escambia County, Florida.