



## DuraTech® mx Limited Warranty

AEP Span, a division of ASC Profiles Inc. ("ASC") provides the following limited warranty to the Building Owner stated on the face of this limited warranty for installed DuraTech mx coated steel panels (the "Product").

**Warranty.** Subject to the terms and conditions contained in this limited warranty, ASC warrants that:

- (1) The paint on the Product will not, for a period of 25 years after installation (but not longer than 25 years 6 months from application of the coating):
  - (a) Crack, flake or peel (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Slight crazing or cracking, which may occur during fabrication of the building parts, and spangle cracking are not covered under this limited warranty.
  - (b) Change color more than 5 Hunter delta-E units as determined by ASTM method D-2244-02. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and ASC does not warrant that color changes will be uniform.
  - (c) Chalk in excess of ASTM D-4214-98 method A D659 number 8 when properly maintained as described in this limited warranty.
- (2) The metal substrate will not for a period of 25 years after shipment, rupture, fail structurally or perforate due to exposure to normal atmospheric conditions. This limited warranty excludes any accumulation of red rust which occurs at breaks for discontinuities in the surface, such as field cut edges, and shall not apply to metal penetration, cuts or shears made at any time after product leaves ASC.

### Exclusions and limitations.

- (1) This limited warranty applies only to Product installed on buildings within the Continental United States, Alaska, Canada and Mexico.
- (2) This limited warranty applies only to the Building Owner stated in on the face of this limited warranty, and is not transferable and not assignable to any other person or entity. This limited warranty will not inure to the benefit of any other party and will terminate automatically upon any change of control of the Building Owner.
- (3) This limited warranty does not cover industrial applications such as steel mills, power generating stations, oil fields, oil refineries, ore mines, chemical plants, paper mills, or other unusual environmental exposure. Customer is required to consult with ASC before any installation takes place on industrial applications and ASC reserves the right to determine whether or not the Products will be covered by this limited warranty.
- (4) This limited warranty will be null and void unless the Product has been paid for in full.
- (5) Corrosion or loss of paint adhesion as a result of perforating the Product is not covered by this limited warranty.
- (6) This limited warranty does not apply to areas that are sheltered from rainfall or that do not provide drainage.
- (7) This limited warranty does not apply in the event of deterioration to the Product caused directly or indirectly by contact with fasteners including deterioration of the Product caused by galvanic corrosion.
- (8) This limited warranty does not cover (A) Product that has bends (i) less than 2T radius for sheet thickness of .0299" and thinner and (ii) less than 4T radius for sheet thickness of .0300" and thicker and (B) forming of the material that incorporates stretching or severe reverse bending, or that subjects the coating to alternate compression and tension.
- (9) Product that is improperly installed or maintained is not covered by this limited warranty.
- (10) This limited warranty does not cover any Product located 1320 or fewer feet (1/4 mile) from a salt-water environment.
- (11) This product must not be cleaned with abrasive or chemical cleaners.
- (12) This limited warranty does not cover damages or conditions resulting from circumstances beyond ASC's control, including, without limitation, the following:
  - (a) Acts of God, falling objects, explosions, or fire;
  - (b) Unusual or aggressive atmospheres such as those where the Product is exposed to or contaminated with chemical fumes or salt spray;
  - (c) Standing or ponding water on the Product;
  - (d) Significant differences in insulation below the coated metal panel;
  - (e) Failure to store or install Product in a way that allows for adequate circulation;
  - (f) Condensation or other contamination or damage attributable to improper shipping, packaging, handling, processing or installation;
  - (g) Failures or damage resulting from edge corrosion;
  - (h) Scratching or abrading during or after installation;
  - (i) Prolonged contact with vegetation, dirt or gravel;
  - (j) Sustained exposure to animals or animal waste;
  - (k) Where the Product is in contact with, or subject to runoff from lead, copper, CCA, ACQ, CA, pressure treated, green or wet lumber, or wet insulation or other treated lumber (outdoor wood) or fire retardant impregnated or treated wood shakes;
  - (l) Mishandling of the Product, including abuse, alteration, modification, improper use or storage; and

- (m) Damages or conditions at the point(s) and adjacent areas where material has been attached or adhered to the Product.

**Notification of claim; Right of ASC to inspect.** ASC must be notified within 20 days after discovery of any alleged condition giving rise to a claim, and ASC and its representatives must be allowed an opportunity to inspect and if required, obtain a sample of the Product. All decisions regarding the existence of conditions affecting this limited warranty will be made by ASC and will be final and binding on all parties. The party notifying ASC of any defect or claim will reimburse all of ASC's third party expenses incurred in connection with the investigation of a defect or claim if it is later determined that ASC is not responsible for the problem underlying the defect or claim. In no event will the original warranty period set forth above be extended by a warranty claim.

To make a claim or obtain service under this limited warranty, the Building Owner must call ASC at 1-800-360-2477 or submit your claim in writing to ASC Profiles, 2110 Enterprise Blvd., West Sacramento, CA 95691, to the attention of Purchasing.

**Installation information.** The Product must be installed to prevent standing water and condensation. The roof pitch must not be less than 1/4:12. Responsibility for selection of suitable long-lasting fasteners to be used with the Product rests solely with the Building Owner or the installer it chooses. Although ASC may provide information to aid in selection of fasteners, the provision of such information by ASC will not constitute an endorsement or warranty of performance of the Product with those fasteners under any conditions.

**Maintenance.** The Product must regularly be washed, either by sweet or tap water or by cleaning with 1/3 cup of Tide or other common detergent containing less than 0.5% phosphate dissolved in one gallon of water. A clear water rinse should follow immediately. The Product must not be cleaned with abrasive or chemical cleansers. Cleaning must include the underside of any panel overhang where the underside is exposed to the weather. If Product is installed in a mild marine environment, less than 1 mile and greater than 1320 feet from breaking surf, Product must be washed two times per year.

### General terms and conditions; Disclaimer of all other warranties.

This warranty is limited and is non-transferable. The Building Owner's sole and exclusive remedy against ASC will be repair or replacement of the defective Product, or a refund the purchase price, at the sole option of ASC. THIS LIMITED WARRANTY IS ASC'S SOLE AND EXCLUSIVE WARRANTY REGARDING THE PRODUCT AND IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OF QUALITY. ALL WARRANTIES OTHER THAN THIS LIMITED WARRANTY (INCLUDING ALL IMPLIED WARRANTIES LISTED IN THE PREVIOUS SENTENCE) ARE EXPRESSLY EXCLUDED AND DISCLAIMED. TO THE EXTENT LOCAL LAW PROVIDES THAT ANY IMPLIED WARRANTIES MAY BE NOT EXCLUDED OR DISCLAIMED, THOSE WARRANTIES ARE LIMITED IN DURATION TO THE SHORTER OF (i) THE DURATION OF THE EXPRESS WARRANTY PROVIDED IN THIS LIMITED WARRANTY OR (ii) THE SHORTEST DURATION REQUIRED BY LOCAL LAW.

IN NO CASE WILL ASC BE LIABLE TO ANY PERSON OR ENTITY FOR PROPERTY DAMAGE OR PERSONAL INJURY IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, OR OTHERWISE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS TO THE BUILDING OR ITS CONTENTS OR ANY OTHER LOSS, REGARDLESS OF THE CAUSE OF SUCH DAMAGE AND WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF ASC, EVEN IF ASC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. ASC'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE PURCHASE PRICE PAID TO ASC FOR THE PRODUCT IN QUESTION.

No representative, dealer, reseller, employee, installer or any other person is authorized to make, modify or change this limited warranty or make any other warranty, representation or promise on behalf of ASC with respect to the Product. No term or condition other than those stated in this limited warranty and no agreement or understanding, whether oral or written, in any way purporting to modify or change this limited warranty will be binding on ASC, unless made in writing and signed by the President of ASC.

**Choice of law.** This limited warranty will be interpreted exclusively under the laws of the state of Washington.