

# ecoMetals Roofing System Lifetime Limited Warranty

### Coverage

ecoMetals, Co. warrants to the original homeowner that, when subject to normal and proper use, its painted metal roof panels (a) will be free from manufacturing defects if used as intended (b) will not peel, flake, chip, or crack, (c) meet UL 2218 standard for impact resistance, (d) will resist wind and uplift damage for winds up to 150 miles per hour, and (e) after removal of foreign surface deposits, will not chalk more than six (6) Hunter  $\Delta E$  units, and all paint colors which are contained on the surface will not fade in total under normal weathering more than seven (7) Hunter  $\Delta E$  units (together the "Limited Warranty"). Color difference units are determined by ASTM D2244. Chalk erosion ratings are determined by standard methods for evaluating chalking under ASTM D4214 method A.

The Limited Warranty is a lifetime warranty, meaning that it is in effect for as long as the original homeowner owns the residence where ecoMetals Roofing Panels have been originally installed, except for the chalk and fade protections that remain in effect for 45 years from the date of installation. For non-residential installations (religious buildings, schools, condominiums, cooperative housing arrangements, apartment buildings, and any other type of building or premises not owned by individual homeowners), or for property not owned by an individual (e.g., corporation, partnership, group, homeowner association, trust, religious organizations, or governmental agency), the Limited Warranty remains in effect for 45 years, except for the chalk and fade protections that remain in effect for 30 years from the date of installation.

ecoMetals, Co. will, at its option, repair or replace the affected product or make a pro rata refund of the initial purchase price for the defective portion of the product. For the original owner, the Limited Warranty covers all the materials costs incurred within the defined lifetime and supplied by EcoMetals, Co.

Costs related to tear-off, removal, disposal and/or installation of ecoMetals Roofing Systems or other products and removal or abatement of asbestos are not included. For the subsequent owner, please see the Transferability section. If, at ecoMetals, Co.'s sole option, a refund is given to the property owner, the Limited Warranty will terminate. Any refund will be limited to the original purchase price of the product. If ecoMetals, Co., in its sole discretion, determines to replace any defective portion of its product, and if the product as originally installed is no longer available, ecoMetals, Co. will have the right to substitute product that, in its determination, is of equal or comparable quality. A color variance may occur between any new replacement product in comparison to the originally installed product due to weathering exposure and is not indicative of defective product. If, at ecoMetals, Co.'s sole option, a refund is given to the property owner, the Limited Warranty will terminate.

## Transferability

Residential property must continue to be owned by the same homeowner who installed the product for the Limited Warranty to apply. A one-time transfer is allowed from an original homeowner to a subsequent owner as long as ecoMetals, Co. is notified in writing within 30 days of the property sale. Notice must be emailed to: info@ecometals.net with subject: ecoMetals Warranty # (the warranty number here) Transfer. Upon proper transfer, the Limited Warranty will be limited to 45 years from the date of original product installation, except for the chalk and fade protections that will be limited to 30 years from the date of original product installation, all with the following prorated coverage: 1 through 10 years after Installation Date - 100% Materials for Chalk and Fade and Other Warranty Coverage; 11 through 30 years after Installation Date - 75% Materials for Chalk and Fade and Other Warranty Coverage; 31 through 45 years after Installation Date - 50% Materials for Other Warranty Coverage. Costs related to tear-off, removal, disposal and/or installation of ecoMetals Roofing Systems or other products and removal or abatement of asbestos are not included.

### Limitations

This Limited Warranty does not cover any other costs, damages, defects, or failures, including without limitation those caused by occurrences beyond ecoMetals, Co.'s control, including but not limited to: (a) Settlement or failure of the structure, including foundations and walls. (b) Use of incompatible accessories; faulty or improper installation (including failure to comply with any ecoMetals, Co. written instructions); any re-installation of the products; faulty or improper building designs; improper ventilation; inadequate roof deck slope or drainage or inadequate underlayment. (c) Normal weathering; use of harsh or abrasive chemicals, salt based chemicals (snow melt products), chemical pollutants, corrosive or finish-damaging or product-damaging materials, such as paints, aliphatic and aromatic solvents, chlorinated hydrocarbons, turpentine, oils, metals, or organic or inorganic materials. (d) Mildew, moss, algae, fungus, overhanging trees, leaves, needles, branches or debris. (e) Animals, animal feces or insects. (f) Fire; flood; standing water; lightning; windblown objects; earthquake; hurricanes; non-covered hail; corrosive atmospheres such as those contaminated with chemical fumes, pollution, acid rain; or salt spray, either directly applied or in the atmosphere. (g) Winds, including gusts, greater than 150 miles per hour; atmospheric conditions or weather of catastrophic nature as defined by the U.S. Weather Bureau; other acts of God; war; or vandalism. (h) Intentional or negligent acts; roof traffic; unreasonable use or misuse; or uses other than normal roof applications. (i) Improper handling, shipment, or storage. (j) Installation, maintenance, attachment or use of equipment on the roof, such as snow guards, air conditioners, heating units, satellite equipment, antennas, power lines, or tools. (k) Damage from leaks, including damage to the interior or exterior of the building or any personal property contained therein. (l) Damage from any cause other than inherent manufacturing defects.

The geographic location, the quality of the atmosphere, and other local factors over which ecoMetals, Co. has no control, may contribute to the severity of conditions. As with all standard coating warranties, industry standards and best practices, products are not suggested for use within 1500 feet of salt water, salt spray, or salt fog and are not warranted within these distances. Installing next to treated lumber, use with dissimilar metals, or painting the specially coated product will void the Limited Warranty. Crazing or slight cracking that occurs on tightly roll formed edges or break bends of severe embossing is accepted as standard, and does not constitute a defect.

Normal weathering, ordinary wear-and-tear, and the natural aging process may cause the colored surface to uniformly fade, darken, chalk, or acquire a surface accumulation of dirt and stains, or to lift, warp, surface crack, or acquire other minor imperfections that do not jeopardize the building's structural integrity or cause leakage, so these conditions are not covered.

Non-uniform fading and color change, shading, discoloration, or damage resulting from unequal exposure of the building products to the sun, elements, or other things outside ecoMetals, Co.'s control are not covered. Damage from repairs or attempts to repair by anyone other than ecoMetals, Co. or an authorized company representative is also not covered.

ecoMetals, Co. reserves the right to discontinue or modify any of its products, including the color of its shingles, and shall not be liable as a result of such discontinuance or modification, nor shall ecoMetals, Co. be liable in the event replacement material varies in color in comparison to the original product as a result of normal weathering. If ecoMetals, Co. replaces any material under this warranty, it may substitute products designated by ecoMetals, Co. to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

## **Customer Responsibility**

If you believe your ecoMetals Roofing Panels exhibit a defect covered by the Limited Warranty, the property owner must make a claim in writing by registered or certified mail, within the warranty period and within thirty (30) days following discovery of the defect, to: ecoMetals, Co., 10 N Martingale Rd, Schaumburg, IL 60173, Attn: ecoMetals Technical Services Department. Telephone number: 773-599-3355. The claim must describe the defect and provide the owner's name, property address, installation date, and purchase date. As a condition to any claim under this Limited Warranty, ecoMetals, Co. may also request photographs, questionnaire, estimates, or samples of the product; and its representatives must be provided access to the products for inspection, testing, repair and/or replacement, if requested. Failure to provide the appropriate notice, or failure to provide reasonable access or imposing unreasonable conditions on access, will constitute an absolute waiver and release of all claims the property owner may have, and ecoMetals, Co. will have no liability, under this Limited Warranty or otherwise, for that claimed defect. Reasonable time should be allowed for inspection, repair, or replacement purposes expected.

#### **Warranty Registration**

You must register your product warranty on ecoMetals, Co.'s website: www.ecometals.net/product/warranties/ within 90 days of installation date. Each registrant receives a registration confirmation number by return e-mail that can be printed and kept with this Limited Warranty and your proof of purchase. Failure to register this warranty may void the warranty or any of its terms.

## Limited Warranty and Limitation of Remedies

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY ECOMETALS, CO. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW. STATE OR PROVINCIAL LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ECOMETALS, CO.'S OBLIGATIONS, RESPONSIBILITIES, AND LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THE DEFECTIVE PRODUCT OR PROVIDING A PRO RATA REFUND. IN NO EVENT SHALL ECOMETALS, CO. BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF ECOMETALS, CO.'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL ECOMETALS, CO.'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT OR THIS LIMITED WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT AND LABOR COSTS, AS AVAILABLE UNDER THIS LIMITED WARRANTY.

This Limited Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers and/or ecoMetals, Co. field representatives.

For Your Records		
Product Purchased:	, Date of Installation:	, Roofing Contractor:
Contractor's Address:		Contractor's Phone Number: