



Your Roof. For Life.™

# 30 YEAR LIMITED ALUMINUM COASTAL WARRANTY

## EXCLUSIVE WARRANTY

This Warranty (collectively, the "Warranty") is issued by Union Corrugating Company (hereinafter referred to as "Union"), to the customer identified in this Certificate (hereinafter referred to as "Customer") and applies to the finish on Aluminum flat sheet and coil products (hereinafter referred to as the "Product") with PVDF based coating consisting of KYNAR 500® of Hylar 5000® resin (hereinafter referred to as the "Coating") if erected anywhere within the United States including Alaska and Hawaii.

1. Subject to the provisions contained herein, Union warrants that during the Thirty (30) Year Warranty Period, Union's Coatings will not chip, crack, peel, flake or check (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). Subject to the provisions contained herein, Union warrants that for thirty (30) years, when installed vertically or not more than eighty-six (86°) from the vertical, the Coating will not chalk in excess of ASTM D-4214-89 method D659 number eight (8) rating. Notwithstanding the foregoing, Union makes no warranty against chalking for any embossed Products that are installed 46° or more from the vertical. Subject to the provisions contained herein, Union warrants that for thirty years (30) years, when installed vertically or not more than eighty-six (86°) from the vertical, the Coating will not fade or change color in excess of five (5) Hunter E units when measured according to ASTM D-2244-93. 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 surface. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements. Notwithstanding the foregoing, Union makes no warranty against fading or color change for any embossed products that are installed 46° or more from the vertical.
2. This warranty does not apply to circumstances beyond Union's control, including:
  - a. Fire or other casualty or physical damage;
  - b. Unusual harmful fumes, foreign substances in the atmosphere, standing water, or direct salt spray;
  - c. Any improper treatment of or defects in the metal or in the fabrication;
  - d. Intermittent or continual submersion in water or any other liquid or solid material;
  - e. Damage from wind, deliberate damage, improper handling by erectors; and
  - f. Mishandled Products, e.g. ANY PRODUCT WHICH HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED, OR STORED CONTRARY TO OUR INSTRUCTIONS.
3. This Warranty will apply to product on a surface less than 1,500 feet from salt water (coast or canal), only if maintenance was performed by the building owner including a semi-annual 'sweet water' (fresh tap water) rinse in accordance with AAMA 610.02 (2002). The product must not be cleaned with abrasive or chemical cleaners.
4. This Warranty does not cover damage or deterioration resulting from moisture contamination or entrapment or any other contamination detrimental to the coating that 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.
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 Union 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.
6. All Warranty work will be performed by Union or a company, dealer, contractor, applicator or distributor selected by Union. 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.
7. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, UNION'S LIABILITY SHALL NOT EXCEED THE LESSER OF THE FOLLOWING: (1) THE CUSTOMER'S LIABILITY DIRECTLY ATTRIBUTABLE TO A BREACH OF THIS WARRANTY, OR (II) THE REFINISHING OR REPLACEMENT OF THE FAILED COATED MATERIAL OR AT UNION'S OPTION, REFUND OF THE PURCHASE OF THE DEFECTIVE PRODUCT. UNION SHALL NOT BE LIABLE FOR INJURY TO PROPERTY OTHER THAN THE FLAT SHEET AND/OR COIL PRODUCTS COATED WITH FLUOROCARBON PAINT SYSTEMS, IN THE CONDITION AND AS PURCHASED BY CUSTOMER FROM UNION. UNION, 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,

UNION RESERVES THE RIGHT TO NEGOTIATE AND APPROVE ANY FINAL CONTRACT LEFT FOR REFINISHING AND REPLACEMENT AS THE CASE MAY BE.

8. All claims under this Warranty must be presented by the Customer to Union 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 Union from any obligations under this Warranty. Union must be given a reasonable opportunity to do an on-site inspection to determine if there is a coating failure.
9. The laws of the state of North Carolina shall exclusively govern the rights and duties of the parties to this Warranty. 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 North Carolina under the substantive and procedural laws of the State of North Carolina.
10. Customer acknowledges that Union 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.
11. Due to pigment limitations, Regal Red and Matte Black are covered by a ten (10) year, eight (8) Hunter A units for fade and eight (8) rating for chalk. Copper Metallic and other metallic paints, due to instrumentation limits, have no rating available for color change.
12. THIS WARRANTY IS GIVEN AS THE SOLE AND EXCLUSIVE REMEDY BY OR AGAINST UNION, 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 OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES THAT 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 UNION. UNION SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. UNION 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, SALES PERSON, AGENT OR OTHER EMPLOYEE OF UNION. 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.

THE LIABILITY OF SELLER UNION SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY PRODUCT OR COATING TO CONFORM WITH THE PROVISIONS OF THIS LIMITED WARRANTY.

UNION SHALL NOT IN ANY OTHER EVENT BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY ACTIONS, CLAIMS, CAUSES OR ACTION, DAMAGES, EXPENSES AND/OR LIABILITIES ARISING FROM OR RELATED TO THE DESIGN, USE OR FAILURE OF THE PRODUCT OR COATING, FOR THE INTERRUPTION OF THE CUSTOMER'S OPERATIONS OR BUSINESS, FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PRODUCT OR COATING OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER OR LOSS OF PROFIT OR OTHER FINANCIAL LOSS ARISING OUT OF THE USE OR FAILURE OF THE PRODUCT OR COATING, EVEN IF UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSE, LOSS AND/OR LIABILITIES, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE TO ANYONE BY REASON OF THE FACT THAT SUCH PRODUCT OR COATING SHALL HAVE BEEN DEFECTIVE.

Material Description: **(generic description i.e.: SL175 panels, trim, flashings, and flat sheets)**

Issued to: **(customer name)**  
**Address, City, State, Zip**

Owner: **(owner name)**  
**Address, City, State, Zip**

Project Info.: **(project name)**  
**Address, City, State, Zip**

Invoice No.: **(invoice numbers w/ date)**

Effective Date: **00/00/0000**

Date of Issue: **00/00/0000**