



Mailing Address: T (330) 674-7051
7051 State Route 83 F (330) 674-7052
Holmesville Oh 44633

Company: First Choice Exteriors / dba. Weaver Metal Products

WEAVER FLUOROPOLYMER NON PRO-RATED LIMITED WARRANTY

Weaver Metal Products is pleased to present you with the FOLLOWING Weaver Fluoropolymer (hereinafter referred to as, the coating) Limited Warranty, supported and backed by WEAVER METAL PRODUCTS to be used on commercial, industrial and residential building construction products installed in the United States and Canada.

SECTION A: LIMITED WARRANTY

Weaver Metal Products warrants that the coating will conform to the performance standards listed below (the "Limited Warranty"):

1. Within 35 years from the date of installation, the coating will not peel, flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation. NOTE: Slight crazing or cracking may occur on roll-formed edges or break bends at the time of forming, and is considered standard—such crazing or cracking shall not constitute a basis for complaint under this Limited Warranty.
2. Within 35 years from the date of installation:
 - a. sidewall panels and roof panels of the coating will not change color more than five (5) AE (delta E) Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964; and
 - b. sidewall panels and roof panels of the coating will not chalk more than a number eight (8) rating when measured per ASTM D 4214, Method A.

Certain bright, saturated, non-standard colors are not attainable without using formulations that are more susceptible to the effects of outdoor weathering, and as such will carry reduced warranty coverage. Weaver Metal Products will inform you in writing at the time of color matching if the color is subject to reduced warranty coverage.

SECTION C: TRANSFERABILITY PROVISIONS

This Non-Prorated Limited Warranty (this "warranty") remains in effect as long as the owner(s) ["any and all"] of the property to which the products were originally applied continue to own the property. Upon change of ownership, this warranty may be transferred to the new owner(s) ("subsequent transferee(s)") as a fifteen (15) year limited, pro-rated warranty, from the date of original installation of products.

In order to transfer ownership, a notice must be received via registered mail, accompanied by a \$100.00 USD transfer fee, within 30 days of the transfer of ownership, and include the original owner(s) name(s) as registered with Weaver Metal Products, and the Name(s) of the next property owner(s). The original proof of product purchase and proof of property ownership is required, as well as a copy of the Weaver Metal Products Limited Warranty. Failure to file the required transfer notice within 30 days of the transfer shall relieve Weaver Metal Products of any further obligation to the next owner(s) under the terms of the warranty. This warranty can be transferred to additional subsequent owners if the notice of transfer procedures, as listed above, is followed.

Because this warranty was created to cover the product of individual property owner(s) for the property owner's lifetime (human beings), this warranty, understandably, does not cover product applied to property owned in whole or part by corporations, governmental entities or agencies, religious organizations, trusts, condominium or cooperative housing arrangements, intangible legal entities or any other entity organization capable of an infinite life. For such intangible entities capable of an infinite life, the duration of the warranty is 35 years from the date of the original installation and is nontransferable.

Original property owner(s):

- During original property owners ownership_100% *

Upon transfer pro-ration shall be as follows: (from the original installation date)

- 0-2 Years_100%*
- 2-5 Years_75%*
- 5-10 Years_50%*
- 10-15 Years_25%*

*% of purchase price of originally Installed products found to be defective, for which Weaver Metal is found to be responsible.

SECTION C: REMEDY

If the coating fails to comply with the Limited Warranty, Weaver Metal Products will pay for labor and material reasonably necessary to repaint, repair or replace, at our option, the metal panels exhibiting the conditions described above (the "Warranty Benefits"). The Warranty Benefits shall not exceed the original purchase price of the affected metal panels (not including any accessories or attachments) or the remedy provided in any other warranty provided to the building owner, whichever is less. This Warranty will continue to apply to any metal panels that were repainted, repaired or replaced under this Limited Warranty, but only for the unexpired portion of the Limited Warranty period applicable to the original coated metal panel. If Weaver Metal Products investigation indicates that the claimed defect is not covered by this Limited Warranty, Purchaser shall reimburse all of Weaver Metal Products third-party expenses incurred in connection with the investigation of the claim.



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SECTION D: LIMITED WARRANTY EXCLUSIONS

Weaver Metal Products cannot and does not control the circumstances of application of the coating. Therefore, this Limited Warranty only applies when the coating topcoats are applied as part of a complete Weaver Fluoropolymer system. A complete Weaver Fluoropolymer system means a Fluoropolymer topcoat applied onto *properly pretreated* metal which has been primed with an approved Fluoropolymer primer on both sides of the metal sheet, and which has been coated with an approved Fluoropolymer backer coating on the reverse side, all per specifications on the Fluoropolymer Product Data Sheet. Weaver Metal Products does not warrant the use of Fluoropolymer topcoats with non-Weaver Fluoropolymer coatings. Warranty Benefits are only available for complete Weaver Fluoropolymer coatings systems.

This Limited Warranty does not apply to other causes of degradation, including:

1. Failures or damage resulting from under-film or edge corrosion, or failure or defects of the metal substrate;
2. Acts of God, falling objects, explosions, fire, external forces or other circumstances beyond our control;
3. The Coating which is applied to other than first quality aluminum, Galvalume® steel, or galvanized steel;
4. The Coating which is not applied in accordance with good practice in the coil coating industry, including proper cleaning and pretreatment of the substrate;
5. Mishandling of the Coating or of any substrate coated with it, including abuse, alteration, modification, improper fabrication, storage or use;
6. The Coating that has been stored/installed in such a way that allows contact with animals or animal waste;
7. Harmful fumes or foreign substances in the atmosphere, or salt spray;
8. The Coating which has been damaged due to moisture entrapment in coils and/or bundles during transit or storage or which has been stored or installed in such a way that allows standing water on the coating;
9. Significant differences in insulation below coated metal panel;
10. Where materials / items such as snow guards and solar panels are attached / adhered to the product.

SECTION E: CUSTOMER OBLIGATIONS

To receive Warranty Benefits under this Limited Warranty, The Customer(s) must:

Contact the Weaver Metal Products warranty claim department, 1-330-674-7051 - 7051 State Route 83 Holmesville, Ohio 44633 within the warranty period, and within thirty (30) days of discovery of claimed defect, describing defect claimed. The original proof of product purchase and proof of property ownership is required, as well as a copy of the Weaver Metal Products Limited Warranty. Property owner may be asked to complete a questionnaire and submit photos and/or samples, at Weaver Metal Products option, a reasonable time shall be allowed for inspection purposes. Claim repairs/replacements, are limited to approved, Weaver Metal Products of comparable design and quality only. Any and all work relating to repairs/replacements must be performed by such individuals as are approved by Weaver Metal Products for such purpose, and may, or may not include original installer. Any and all repairs/replacements not approved by Weaver Metal Products (in lieu of said claim), prior to execution, shall immediately void warranty. The original warranty shall not be extended by any such work performed, but the original warranty time period shall continue in effect and be applicable under the terms and conditions of this warranty to the warranty work performed.

A color variance may occur between any new replacement products in comparison to the originally installed product due to weathering exposure or manufacturing changes, and would not be indicative of defective product. Weaver Metal Products reserves the right to discontinue or change any product as manufactured. If the product originally installed is no longer available, Weaver Metal Products shall have the right to substitute products designated by Weaver Metal Products to be of equal quality. Weaver Metal Products may elect to refund the original purchase price only for material found to be defective. Weaver Metal Products reserves the right to repair, or replace at their discretion, any material found to be defective

SECTION F: EXCLUSION OF OTHER WARRANTIES / LIMITATION OF LIABILITIES

Except for this Limited Warranty, WEAVER METAL PRODUCTS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, OR FREEDOM FROM PATENT INFRINGEMENT.

Except as provided in this Limited Warranty, WEAVER METAL PRODUCTS has no other liability with respect to the coating system, whether based on contract, negligence, strict liability in tort, or otherwise. WEAVER METAL PRODUCTS WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims for business or service interruptions.

SECTION G: OTHER TERMS

This is our complete warranty. It is issued only to stated customer(s) and is not assignable to any other party.

The rights and obligations of the parties hereunder shall be governed by the laws of the State of Ohio, USA. Any controversy or claim arising out of or relating to this contract shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Columbus, Ohio, USA. The language of the arbitration shall be English.