

METALUNIC

164, rue Royal, Les Coteaux, QC, J7X 1A6

40 YEARS LIMITED WARRANTY

PAINTED STEEL PANELS SERIES PERSPECTRA, SERIES PERSPECTRA PLUS AND GRANITE DEEP MAT

05/2022

Metalunic warrants that the paint film on the prefinished steel panels from the Perspectra Series, Perspectra Plus Series and Deep Granite Mat (hereafter collectively referred to as the « **Products** ») will not, during an ordinary outdoor visual observation, after an exposure of forty (40) after years from the date of their delivery, show any sign of chipping, peeling, spotting or loss of adherence when used in normal atmospheric conditions (excluding any corrosive or aggressive atmospheres such as those contaminated by chemical emissions or salty environment) in the case of applications in Canada and the continental United States, including Alaska.

During the first thirty (30) years after the delivery date of the products, chalking shall not exceed # 8 for vertical applications or # 6 for other than vertical applications when measured according to ASTM D4214, Method A.

During the first thirty (30) years after the delivery date of the products, color fading shall not exceed 5 units ΔE Hunter for vertical applications and 8 units ΔE Hunter for applications other than vertical when determined by chromatic measures made according to ASTM D2244 Standard. Measurements shall be conducted on clean surfaces after removing surface deposits and chalk marks based on the requirements of ASTM D3964 Standard. Discoloration shall be measured by an certified colourimeter designed to produce reflectance readings in the Tristimulus Filter System of X, Y, and Z, based on the CIE values of illuminant C at 2°, in Hunter L, a, and b units.

TERMS AND CONDITIONS

The following warranty covers prefinished steel panels in other than vertical applications only when said panels are mounted in such a way that their angle of installation prevents any possible water accumulation.

Furthermore, the following situations are not covered by the warranty.

1. The presence of minute steel particles, resulting from the cutting of the panels with a mechanical saw, which adhere to the paint film.
2. Damages to the panels directly or indirectly caused by contact with the fasteners. It is the buyer's responsibility to use the appropriate fasteners.
3. Minor cracks at the surface of the paint film of the prefinished steel panels.
4. Claims will not be honored for damage resulting from acts of God, cut edge exposure or corrosion of the substrate.
5. Minor color variation in the prefinished steel panels resulting from different order lots.
6. Defects or damages to the panels' paint film resulting from handling, shipping, transport, treatment or improper storage, improper installation or prolonged contact with humidity or contact with corrosive agents or any other similar agent, treated wood, after the delivery of products by Metalunic.
7. Coating installed on any site within 1000 meters of salt water.
8. Damages caused by abnormal weather conditions. The expression «abnormal weather conditions» included without being limited to, hail, falling ice, exposure to salt, dust from high pressure water, corrosive or harmful chemical products (solids, liquids or gas), animal feces and airborne contaminants.
9. Damages resulting from an Act of God, falling object, external force, explosion, fire, riot, public commotion, an act of war, excessive radiation or any other event out of the control of Metalunic.
10. Non-conforming exposure or operating conditions of the steel panels' paint film.
11. Before proceeding to any installation, the buyer is responsible for inspecting the material shipped by the vendor so as to minimize expenses related to repair, painting or replacement of any defective parts.
12. Any claim under this warranty must be submitted in writing to the address below within thirty (30) days after any defect is noticed. Metalunic reserves the right to inspect the product within a reasonable period of time before any measure for repair, maintenance or replacement is approved.
13. Any claim by the buyer under this warranty must include all necessary information required for the identification of the defective material, including a copy of the invoice or of the bill of lading from Metalunic. The buyer or owner of the building must retain these documents after purchase. However, the installer's or distributor's corporate documents shall not be taken into consideration.
14. If, after inspection of the defective material, Metalunic determines that a claim under this warranty is eligible, the available recourse shall be solely at its discretion and shall be limited to the rework of the finish of the product or the replacement of defective parts, so as to provide a pro rata performance of the original warranty.
15. Metalunic shall not be held accountable for direct or indirect losses, damages or expenses resulting from the use of defective or non-conforming prefinished steel panels as well as any other accidental or incidental damages. Its liability shall not exceed the purchase price of the prefinished steel panels. Without limiting its scope, this warranty only covers products supplied by Metalunic. The latter will not be held responsible for damages related to labor or those resulting from the loss of use of a building or of its content.
16. This warranty is the sole exclusive warranty applicable to the paint film of the prefinished steel panels and Metalunic offers no other express or implied warranty beyond this warranty. Any other proposition, negotiation or representation, if submitted before this warranty, automatically forms part of it.
17. This warranty by Metalunic is available exclusively to the original owner of the building where the steel panels were installed. It is non-transferable and non-assignable.
18. Metalunic reserves the right to cancel or modify this warranty, except in the case of already approved or modified orders at the time of writing of the cancellation notice of the warranty.