

**Building for Life** 

Daviess County Metal Sales Inc., policy of quality and durability in the manufacture of it's painted roofing and siding products are represented by this Limited Warranty. This Limited Warranty is valid for a period of forty (40) years from the date of shipment.

## WARRANTY COVERAGE

For forty (40) years, Ceram-A-Star® 1050 will not peel, flake, or otherwise lose adhesion to an extent that is apparent on ordinary visual observation. NOTE: Slight crazing or cracking may occur on rollformed edges or break bends at the time of forming, and is considered as standard—such crazing or cracking shall not constitute a basis for complaint under this limited warranty; and

For thirty (30) years, sidewall panels of Ceram-A-Star® 1050 will not change color more than five (5)  $\Delta E$  (delta E) Hunter units and roof panels will not change more than seven (7)  $\Delta E$  (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

For thirty (30) years, sidewall panels of Ceram-A-Star® 1050 will not chalk more than a number eight (8) rating and roof panels will not chalk more than a number six (6) rating when measured per ASTM D 4214, Method A.

Note: it is recognized that most coatings, including Ceram-A-Star® 1050 will fade and change appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed. The product is warranted to conform to the performance standards above. It is also recommended that the metal be cleaned every 5 years by using the "Proper Cleaning and Care Instructions" which can be found on DC Metal website www.dcmetal.com/warranty

## LIMITATIONS ON WARRANTY

- 1. This warranty is extended to customer alone as the purchaser of the product, and shall not insure you the benefit of any other party. This warranty is non-transferable and non-assignable by the customer.
- 2. This limited warranty does not apply to circumstances which we do not control, including but not limited to:
  - a. Acts of God, falling objects, explosions, fire or other such similar or dissimilar occurrences beyond our control;
  - b. Unusual harmful fumes, chemically aggressive environment, foreign substances in the atmosphere, animal waste, decaying material, standing water, salt spray improper housekeeping, acts of war, excessive radiation, etc.
  - c. Stored or installed in a way that allows for poor air circulation;
  - d. Mishandled products, e.g. ANY PRODUCT THAT HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED, OR STORED CONTRARY TO OUR INSTRUCTIONS. Including damage to the

- product caused by condensation attributable to improper storage, handling, and/or installation
- e. This warranty does not cover failures resulting from corrosion of cut edges.
- f. This warranty does not cover damage from improper installation by parties not affiliated to DC Metal
- g. This warranty does not cover failures from material that has been stored/installed in such a way that allows contact with animals or animal waste
- h. This warranty does not cover material that has been damaged due to harmful fumes or foreign substances in the atmosphere, or salt spray
- i. This warranty does not cover material that has been damaged due to moisture entrapment in coils and/or bundles during transit or storage or which have been stored or installed in such a way that allows standing water on the coating
- j. This warranty does not cover material that has been damaged due to significant differences in insulation below coated metal panel
- k. Where materials / items such as snow guards and solar panels are attached / adhered to the product

## **BUYERS OBLIGATION**

- 1. The buyer shall inspect material received prior to installation. The buyer accepts the responsibility upon receipt of the material in the conditions described in paragraph 2 d. of Limitations on warranty.
- 2. Any claim on account of a defect in the product, or for any other cause whatsoever, shall be deemed waived by buyer unless written notice thereof is given to seller within (30) days after discovery of the defect and within applicable warranty period. Buyer must submit proof-of-purchase in the event of such claim, along with a video and/or photograph of the claimed defective product for inspection by seller and it's representative. The Seller shall be given reasonable opportunity to investigate all claims.

## **EXCLUSIVE REMEDY**

If our product should fail to perform as warranted, the company will at its option, repaint, repair, or replace the material part showing the failure or refund the buyer the price paid for the material. The company's total liability is expressly limited to the purchase price of the defective material minus an annual depreciating rate of 2.5%. Except as provided herein the company shall not be liable for any losses, damage, or expense, weather direct, indirect, or consequential, caused by or resulting from the use of defective or non-conforming products. By purchasing Ceram-A-Star 1050 from Daviess County Metal Sales, Inc., Purchaser hereby acknowledges that they have read and understand the terms of this Limited Warranty. Purchaser further acknowledges and agrees that all disputes arising from the purchase of materials and/or labor from Daviess County Metal Sales, Inc., shall be decided under the laws of the State of Indiana and Purchaser agrees that the Daviess County, Indiana Courts shall have sole exclusive jurisdiction of any and all litigation between them and Daviess County Metal Sales, Inc

Daviess County Metal Sales Inc.