

24 LIMITED 40 YEAR WARRANTY PRE-PAINTED STEEL ROOFING AND SIDING PANELS PERSPECTRA PLUS SERIES / WEATHER XL

Kennedy Metals Inc., warrants that, within Canada and the Continental United States of America, under normal atmospheric conditions (which excludes any other corrosive or aggressive atmospheres such as those contaminated with chemical fumes or salt spray) the paint film of the pre-painted Weather XL® or Perspectra PLUS Series Steel Roofing and Siding Panels shall not, within a period of forty (40) years after the date of delivery, crack, blister or peel.

Chalking: For the first thirty (30) years, vertical installations will not chalk more than #8 rating and non-vertical installations will not chalk more than #6 when measured per ASTM D4214, Method A.

Colour Change: For the first thirty (30) years, vertical installations will not change colour more than five (5) and non-vertical installations will not change more than seven (7) delta E colour units. Colour measurements are to be made per ASTM D2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D3964. Colour change shall be measured on any accepted 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° and measured in Hunter L, a, and b units.

TERMS AND CONDITIONS

This warranty is subject to the following terms and conditions:

1. The steel roofing and siding panels which fall under this warranty are defined as pre-painted Weather XL® or Perspectra PLUS Series Steel Roofing and Siding Panels, manufactured by Kennedy Metals Inc. and erected in Canada and the Continental United States of America, including Alaska.
2. This warranty applies to non-vertical panels only when they are erected in such a manner that they have an adequate degree of pitch from the horizontal so as not to allow free standing or accumulation of water.
3. Damage to the panels caused directly or indirectly by panel contact with fasteners is not covered by this warranty. The responsibility for selection of suitable long-lasting fasteners rests solely with the buyer.
4. Steel shavings or minute particles from sawing sparks that come into contact with the pre-painted finish, is not covered by this warranty.
5. Minor hairline cracking of the pre-painted finish surface of the steel roofing and siding panels is not covered by this warranty.
6. Minor colour variances between separate orders are not covered by this warranty.
7. Damage to the panels resulting from edge corrosion or failure of the metal substrate is not covered by this warranty.
8. Defects or damage to the pre-painted finish of the steel roofing and siding panels, after delivery Kennedy Metals Inc., resulting from handling, shipping, transit, processing, improper storage or installation, or prolonged moisture contact or contact with corrosive and / or similar materials are not covered by this warranty.
9. Damage resulting from abnormal atmospheric conditions is not covered by this warranty, the term abnormal atmospheric conditions includes but is not limited to hail, ice fall, exposure to salt, high pressure water spray, corrosive or harmful chemicals (whether solids, liquids or gases), animal excrements or airborne contaminants.
10. This warranty does not apply to damage caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, excessive radiations, or other such similar or dissimilar occurrences beyond Kennedy Metals Inc.'s control.
11. The steel roofing and siding panels' pre-painted finish is not warranted under non-uniform conditions of exposure or use.
12. The buyer shall inspect material received from the Seller prior to installation so as to mitigate expenses involved in repairing, repainting or replacing defective panels.
13. Claims under this warranty must be made in writing to Kennedy Metals Inc. to the address set forth below within 30 day after discovery of the defect. Kennedy Metals Inc. shall then have reasonable opportunity to inspect the steel roofing and siding panels before any further action shall be taken.
14. To be effective, the building owner shall include in all claims under this warranty adequate identification of materials involved in the claim, including a Kennedy Metals original invoice copy. It is the building owner's responsibility to obtain and conserve the above mentioned documents at the time of purchase. Installer or distributor's corporate documents are not acceptable.
15. If it is determined by Kennedy Metals Inc., upon inspection, that a claim for a defective pre-painted finish on steel roofing and siding panels is valid, the remedy for the claim shall be at the sole discretion of Kennedy Metals Inc. and shall be limited to refinishing or replacing of the nonconforming panels as should result in providing the prorated performance remaining under the original warranty for the nonconforming panels.
16. KENNEDY METALS INC. SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR EXPENSES WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, CAUSED BY OR RESULTING FROM THE USE OF DEFECTIVE OR NONCONFORMING STEEL ROOFING AND SIDING PANELS OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE TOTAL LIABILITY OF KENNEDY METALS INC. IS EXPRESSLY LIMITED TO THE PURCHASE PRICE OF THE STEEL ROOFING AND SIDING PANELS. Without limiting the generality of the foregoing, this warranty pertains to product only, and the seller shall not be liable for damages for or relating to labor or loss of use of structure or damage to the content of structure.
17. The express warranty stated herein is the exclusive warranty applicable to the pre-painted finish on steel roofing and siding panels. KENNEDY METALS INC. MAKES NO GUARANTEES EITHER EXPRESSED OR IMPLIED BEYOND THE FACE HEREOF AND WITHOUT LIMITATION ALL WARRANTIES AS TO FITNESS AND OR MERCHANTABILITY ARE RESTRICTED TO THE EXPRESS TERMS HEREOF. Moreover, additional liabilities upon the rights and remedies of the Seller contained in such documents as purchase order or order acknowledgements which may subsequently be exchanged between parties shall have no force upon this warranty. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.
18. Kennedy Metals Inc. extends this warranty solely to the owner of the building on which the panels are installed. This limited warranty is non-transferrable and may not be assigned or transferred.
19. Kennedy Metals Inc. reserves the right to terminate or modify this warranty except with respect to orders which it has already accepted upon the giving of written notice thereof.



KENNEDY METALS INC.
PO BOX 164
HUNTER RIVER, PE
COA 1N0
902-621-0213
info@kennedymetals.ca