

# 10 Year Limited Paint Warranty

#### **COVERAGE**

MAC Metal Sales, Inc. extends this warranty to panels, effective from the date of shipment and sold as a warranted or ten (10) year MAC Rib panel as indicated on the customer's original invoice. It applies only to goods used on wood frame buildings and on architectural, commercial, pre-engineered or residential metal buildings, which are installed in the United States of America. This warranty shall extend to the purchaser of the material and is non-assignable and/or non-transferable. Should the Purchaser become insolvent, bankrupt, make an assignment for the benefits of its creditors, or for any reason discontinue its normal or regular business practices, this warranty shall forthwith become null and void and of no legal effect. The purchaser must present the original sales receipt and any other records necessary to identify proof of purchase for warranty consideration.

#### **TERMS**

MAC Metal Sales, Inc. warrants that the goods covered by this warranty will resist natural weathering to the extent that they will conform to the performance standards listed below during a period of ten (10) years for film integrity, provided that all conditions of this warranty are first met.

1. For a period of ten (10) years, the paint system will not peel, flake, or crack. NOTE: Slight cracking may occur on roll-formed edges or break bends at the time of forming, and is considered as standard—such cracking shall not constitute a basis for complaint under this limited warranty. No warranty consideration will be given to panels that result in edge corrosion, metal substrate failure, chalking, or color change, unless received in writing from MAC Metal Sales.

## **EXCEPTIONS**

This is an film integrity limited warranty and does not apply to other causes of degradation, including:

- Ten (10) year panel which has suffered scratching or abrasion or impact by a hard object; has been abused, altered, modified, used in a manner not originally intended or stored contrary to instructions of MAC Metal Sales, inc., or in accordance with good industry practice; is damaged due to moisture entrapment in bundles during transit or storage; is stored or installed in a way which allows standing water on the coating or in any chemically aggressive environment containing fumes, ash, cement dust, carbon black, salts, or other chemicals, whether naturally occurring or caused by man; is stored or installed in an environment that includes a high degree of humidity, sand, dirt, or grease, whether naturally occurring or caused by man; is stored or installed in a way which allows contact with animals and/or animal waste or its decomposition products; is stored or installed in an area, or in such a way, that damage can occur due to poor air circulation; is stored or installed in areas subject to fallout from copper, lead, nickel, or silver mining or refining operations; has suffered any damage caused by acts of God, radiation, falling objects, explosion, fire, riots, civil commotions, acts of war or other external forces;
- Ten (10) year panel which suffers from improper forming, fabrication, or embossing; cut edge exposure; corrosion of the substrate; or the
  development of any other condition between the coating and the substrate which causes the coating to degrade or delaminate, including
  any failure or deficiency in the cleaning process or pretreatment;
- o Ten (10) year panel which is installed within 1000 meters of a salt water or other marine environment.
- This warranty will not extend to or cover damages to the material due to improper shipping, handling, installation, storing, erecting of the panels on the job site and/or any act of negligence of the customer or any third party after the panels leave the possession of Mac Metal Sales Inc. Claims arising from the following conditions will also not be warranted; a) Steel shavings from sawing sparks that come into contact with the paint surface. b) Damage to the paint surface due to the use of an abrasive saw blade. c) Panels used on or near animal confinement. d) Damage due to the use of wet, green, or treated lumber. e) Use of fasteners not recommended by Mac Metal Sales Inc., which may be deemed inferior.

### REMEDY

If any of the product fails to perform as warranted, the company will repaint or replace the defective panels at its sole discretion, and Mac Metal Sales Inc. shall bear no liability, except to the options listed above. If Mac Metal Sales Inc. chooses to replace the defective material, the liability is expressly limited to the purchase price of the defective material, and labor costs will not be given due consideration. Mac Metal Sales Inc. will not be held responsible for any losses, damages, or expenses caused by or resulting from the use of defective material. Mac Metal Sales Inc. reserves the right to terminate or modify this warranty except with respect to orders already accepted.

Mac Metal Sales Inc.

1650 West Highway 80 Somerset, KY 42503

Effective 2/09