

## ***Steel Tile Co. – Limited 40 Year Warranty Silicone Modified Polyester (SMP)***

Subject to the terms, conditions, limitations and exclusions herein, Steel Tile Co. hereby warrants to the purchaser, or in the event that the purchaser is in the business of reselling the Product, to the end user or the owner of any structure on which the Product is used (the “Customer”) of the roll-formed steel panels coated with a Silicone Modified Polyester (SMP) paint finish (the “Product”), that the Product shall be free from all defects of workmanship caused in the course of manufacturing. Steel Tile Co. also warrants to the Customer that when the Product is used within Canada or the continental U.S.A under Normal Conditions (as further described below), the paint film of the Product shall not, within a period of forty (40) years after the date of delivery, crack, blister or peel in a manner that is apparent on ordinary outdoor visual observation (the “Limited Warranty”). The Customer understands and acknowledges that this Limited Warranty applies for a period of thirty (30) years after the date of delivery for the Product ordered in Bright Red (28386).

### **Warranty Limitations**

**Colour:** 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. Bright Red (28386) is covered under this section of the Limited Warranty for twenty (20) years.

**Chalk:** 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. Bright Red (28386) Product is covered under this section of the Limited Warranty for twenty (20) years.

**Normal Conditions:** This Limited Warranty shall only apply to the Product exposed to normal atmospheric conditions and specifically excludes the following:

- (a) Damage to the Product by corrosive or aggressive atmospheres such as contamination due to chemical fumes or salt spray, standing water, contact by or exposure to animals or animal waste, or poorly ventilated applications;
- (b) Any failure caused by damage resulting from abnormal atmospheric conditions, the term abnormal atmospheric conditions includes but is not limited to hail, ice fall, floods, exposure to salt, high pressure water spray, corrosive or harmful chemicals (whether solids, liquids or gases), downdrafts from chimney exhaust gases, animal waste or airborne contaminants.

### **Minimum Maintenance Requirements**

The Customer agrees to read and adhere to the coating provider maintenance requirements available on the Steel Tile Co. website to ensure that the minimum maintenance requirements are met. Specifically, they are directed to the CSSBI Sheet Steel Facts for care and maintenance instructions. Such requirements for care and maintenance include but are not limited to:

1. Washing of Naturally Unwashed Areas every 6 months
2. Any noticeable buildup of salt deposits and/or other contaminants are removed when identified

Any improper maintenance, including the use of high-pressure washing systems or other aggressive cleaning methods immediately voids this Limited Warranty.

## Terms and Conditions

This Limited Warranty is subject to the following terms and conditions:

1. This Limited Warranty does not cover the following types of damage to the Product arising from, caused by, attributed to, or owing to:
  - a. Product damage caused directly or indirectly by Product contact with or exposure to other types of metal or damp or pressure treated lumber.
  - b. Product damage caused directly or indirectly by Product contact with or exposure to antennas, satellite dishes, air conditioning units, awnings, solar or hot water roofing systems, improperly designed downspout or gutter systems, and trims or flashings not manufactured by Steel Tile Co.
  - c. Any damage that may be caused by steel shavings or minute particles from sawing sparks that come into contact with the pre-painted finish of Product.
  - d. Damage to the Product resulting from exposed edge or cut edge corrosion or failure of the metal substrate.
  - e. Damage to the Product resulting from improper installation.
  - f. Defects or damage to the pre-painted finish of the Product, after delivery by Steel Tile Co., resulting from handling, shipping, transit, processing, improper storage or installation, or prolonged moisture contact or contact with corrosive and / or similar materials. **The Customer agrees to inspect the Product received immediately upon receipt and prior to installation.**
  - g. Product damage caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, vandalism, acts of war, excessive radiations, or other such similar or dissimilar occurrences beyond Steel Tile Co.'s control.
2. Minor hairline cracking of the pre-painted finish surface of the Product is not covered by this Limited Warranty.
3. This Limited Warranty shall only apply to non-vertical Product 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.
4. Minor colour variances between separate orders are not covered by this Limited Warranty.
5. Damage to the Product that may be caused by or results in failure due to the nature of the structure or building upon which the Product is placed is not covered by this Limited Warranty.
6. The responsibility for selection of suitable fasteners, sealants, seals, roof vents, or roof vent pipe boots rests solely with the Customer and this Limited Warranty shall not extend to any failure of the Product or damage to the Product caused by fasteners, sealants, seals, roof vents, or roof vent pipe boots.
7. The Product's pre-painted finish is not warranted under any non-uniform conditions of exposure or use, including any Product applied to non-standard building part end uses.
8. This Limited Warranty does not apply to a known phenomenon in roll forming manufacturing known as Oil Canning. Steel Tile Co. has taken all precautions as per standard business practices to minimize the risk of this condition with the Product.
9. Steel Tile Co. shall not, under any circumstances, be liable for any claims, losses, damages or costs, whether direct, indirect or consequential, and which may include but are not limited to damage or loss to property or equipment, loss of profits or revenue or business interruption, caused by, or resulting from, the use of defective or non-conforming Product or for any other damages, and the total liability

of Steel Tile Co. is expressly limited to the purchase price of the Product. With limiting the generality of the foregoing, this Limited Warranty pertains to the Product only, and Steel Tile Co. shall not be liable for any damages for or relating to labour or loss of use of structure or damage to the content of the structure.

10. Steel Tile Co. shall not be responsible to any injury to persons, or property, however caused, either directly or indirectly by the Product, either before, during or after installation.
11. The Limited Warranty stated herein is the exclusive warranty applicable to the Product. The Customer acknowledges that Steel Tile Co. makes no other guarantees, promises or warranties, either expressed or implied, beyond the express terms of this Limited Warranty. Moreover, any additional liabilities upon the rights and remedies of Steel Tile Co. contained in any documents, including but not limited to the purchase order, which may subsequently be exchanged between parties shall have no force upon this Limited Warranty. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.
12. Steel Tile Co. reserves the right to repair or replace the defective Product using materials other than originally purchased, including different colours of steel or profile. Steel Tile Co. may, in its sole and absolute discretion, refund the original purchase price rather than provide replacement product or repair the existing Product.
13. Any replacement Product used by Steel Tile Co. shall be subject to the terms and conditions of this Limited Warranty for the unexpired term of the Limited Warranty.
14. Steel Tile Co. reserves the right to terminate or modify this Limited Warranty except with respect to orders which it has already accepted upon the giving of written notice thereof.
15. Steel Tile Co. shall have no obligations under this warranty unless and until Steel Tile Co. receives payment in full for the Product.
16. Steel Tile Co. may assign its rights and obligations under this warranty to any bona fide purchaser of its business without giving notice of such assignment to the purchaser.

**Customer Claims:** All Customer claims made under this Limited Warranty (the "Claims") shall be made in accordance with the Claims process as determined by Steel Tile Co. Claims shall be made within 30 days of inspection in the case of defects discovered or discoverable upon inspection or, in the case of all other Claims, within 30 days after the defect is discovered or ought reasonably to have been discovered. The Customer shall afford Steel Tile Co., or its agents, one or more opportunities, as Steel Tile Co., acting reasonably, may require, to inspect the Product that is the subject of a Claim. If, after conducting the aforementioned inspections, and subject to the limitations and exclusions set out above and the full performance by the Customer of its obligations hereunder, Steel Tile Co. determines that the Product has not performed in accordance with this Limited Warranty, then Steel Tile Co. will, at its option, refund the original purchase price, refinish or replace the non-conforming Product to such extent as is necessary to bring such Product into compliance for the then remaining balance of the applicable warranty period.

THE CUSTOMER ACKNOWLEDGES THAT THIS IS THE SOLE REMEDY OF THE CUSTOMER UNDER THIS LIMITED WARRANTY OR OTHERWISE IN RESPECT OF THE WARRANTED PRODUCTS. THE CUSTOMER FURTHER ACKNOWLEDGES THAT THIS WARRANTY SHALL BE INTERPRETED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO.