



Engineered Solutions in Metal

DuraTech® nt Warranty

AEP Span, a division of ASC Profiles Inc. ("AEP") warrants its DURATECH® nt coated steel panels (the "Products") to the Buyer and Owner stated in the Registration form (below) as follows:

Performance.

- (1) The paint on the Products will not, for a period of twenty-five (25) years after installation (but not longer than 25 years 6 months from application of the coating):
 - a) Peel, check or crack (except for slight crazing and cracks during roll forming or brake bending, or metal fracture, or spangle cracking);
 - b) Fade or change color, in excess of five (5) DE (Hunter) units as measured using the procedure of ASTM D-2244-02, paragraph 6.2.2 CIEL*a*b*, 10° Observer, comparing an unexposed retain panel to the exposed panel after removal of dirt and chalk; or
 - c) Chalk or oxidation in excess of a numerical rating of eight (8), as measured using the procedures of ASTM D-4214-98.
- (2) The metal substrate will not, for a period of twenty-five (25) years after shipment:
 - a) Rupture, fail structurally or perforate due to exposure to normal atmospheric corrosion. This warranty excludes any areas of the product that are within 3/4" of any edge that has been cut subsequent to the application of the paint to the substrate.

Proper Use. This warranty is conditioned upon the proper installation and maintenance of the Products. AEP will not warrant Products which have been modified without AEP's express written approval, or which have been improperly used or applied.

Environment. This warranty is limited to exposure to normal atmospheric conditions (which term excludes corrosive or aggressive atmospheres such as those contaminated with chemical fumes, chemical deposits or salt spray, including proximity within one mile of salt water).

Installation. The Products must be installed to prevent standing water and condensation. The pitch must not be less than 1/4:12. This warranty does not apply to areas which are sheltered from rainfall or which do not provide drainage. This warranty does not apply in the event of deterioration to the Products caused directly or indirectly by contact with inferior fasteners. Selection of suitable fasteners to be used with AEP Products rests solely with the Buyer. Products must not be in contact with, or subject to runoff from, lead, copper, pressure treated, green or wet lumber, or wet insulation.

Limitations. (1) Product that is embossed is warranted provided the embossing process does not fracture the coating or metal or adversely affect paint adhesion or film integrity. Any corrosion or loss of adhesion as a result of the embossing process is not covered by this warranty. (2) This warranty only applies to Product that is used in the continental United States, Alaska, Canada, and Mexico. (3) Non-uniform color changes that result from unequal exposure of roofing, sidewall or trim panels to sunlight and/or the elements are not covered by this warranty unless such color change meets the definition in paragraph (1) (b) of Performance above.

Maintenance. The Products must regularly be washed, either by fresh rainwater or by cleaning with 1) One third (1/3) cup of Tide or other common detergent containing less than 0.5% phosphate dissolved in one (1) gallon of water. A clear water rinse should follow immediately. The Products must not be cleaned with abrasive or chemical cleansers. The Products must be systematically rinsed with fresh water in areas of high salt concentration (such as adjacent to the seashore or in industrial atmospheres) to prevent accumulation of concentrated salt deposits. Cleaning must include the underside of any panel overhang where the underside is exposed to the weather.

Damage. This warranty does not apply to damage or failure caused by:

- (1) moisture or other contamination because of improper packaging, storage or handling prior to installation;
- (2) improper handling, shipping or installation;
- (3) scratching or abrading during or after installation;
- (4) standing or ponding water;
- (5) prolonged contact with vegetation, dirt or gravel;
- (6) failure to properly insulate Product from copper, lead and other dissimilar metals; or
- (7) Acts of God, falling objects, external forces, explosions, fire, or other such similar or dissimilar occurrences beyond AEP's control.

Non-transferable. This warranty applies only to the Buyer and Owner stated in the Registration, and is not transferable and not assignable. This limited warranty is extended to the Buyer and Owner stated in the Registration form (below) only and shall not inure to the benefit of any other party.

Notification. AEP must be notified within twenty (20) days after discovery of any alleged defect in material or workmanship or condition giving rise to the claim, and AEP must be allowed a reasonable opportunity to inspect and if required, obtain a sample of the product. The party notifying AEP of any defect or claim shall reimburse all of AEP's third party expenses incurred in connection with the investigation of a defect or claim if it is later determined that AEP is not responsible for the problem underlying the defect or claim.

Remedy. The sole and exclusive remedy under this warranty will be repair, repaint or one replacement only of the Product in question at AEP's sole option. If repair, repaint or replacement is not practical, AEP may, at AEP's sole option, refund the purchase price. **THIS IS THE ONLY REMEDY FOR DEFECTIVE PRODUCTS.** In no event will the original warranty period set forth above be extended by a warranty claim.

LIMITATION OF LIABILITY; EXCLUSION OF CONSEQUENTIAL DAMAGES. AEP's total liability for all claims of any kind (including liability for negligence and breach of any and all warranties) shall not exceed the purchase price paid to AEP for the Product in question. AEP shall not be liable to any person or entity for any incidental, special, punitive, indirect, or consequential damages or losses, including lost profits or lost use of the material, even if AEP shall have been advised of the possibility of such potential loss or damage. AEP shall not be liable to any person or entity for claims for property damage or personal injury.

THE LIMITED WARRANTY SET FORTH IN THIS DOCUMENT SHALL BE AEP'S SOLE WARRANTY AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

Miscellaneous. (1) All notices given under or pursuant to this warranty shall be in writing and either personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, to the party to whom such notice is to be given at the address set forth in the registration form (below).

(2) No terms and conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this limited warranty shall be binding on AEP unless made in writing and signed by AEP's authorized representative.

Registration. This warranty is not valid until it is registered with AEP, by returning the completed registration form (below) within 150 days of the date of shipment by AEP.