

Acrylic Coated G90 Galvanized Limited Warranty

Everlast Roofing, Inc. warrants, in the continental United States that its Hot Dipped G90 Coated products, Everlast II®, Everdrain®, sold for use as unpainted steel roofing and siding will not rupture, fail structurally, or perforate within a period of 20 years after shipment from Everlast Roofing due to exposure to normal atmospheric conditions.

TERMS AND CONDITIONS

1. LIMITATIONS ON WARRANTY:

- A. No warranty of any kind shall apply to sheets exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:
- areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, or animal waste;
 - areas within 1,500 feet of a salt water marine atmosphere or subject to regular spraying of either salt or fresh water;
 - areas subject to water run-off from lead or copper flashing or areas in contact with lead or copper;
 - conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.
- B. Everlast does not warrant uniformity of surface appearance including, but not limited to, warranty against variation in color, sheen and spangle.
- C. This warranty does not apply to damage resulting from:
- shipment, storage, installation, or any action taken during or after erection;
 - failure to provide free drainage of water, including internal condensation, from overlaps and all other surface of the sheets or panels;
 - failure to remove debris from overlaps and all other surfaces of the sheets or panels;
 - direct or indirect contact with green or wet lumber or wet storage stains caused by water damage or condensation;
 - the presence of damp insulation or other corrosive materials in contact with or close proximity to the panel.

2. FURTHER LIMITATIONS DUE TO NON-PERFORMANCE:

Everlast shall have no obligations under this Limited Warranty:

- a) If Everlast did not receive payment in full for the materials furnished before any covered defect manifested: and/or
b) If the supplier to Everlast can no longer fully perform its obligations under the warranties made by such supplier to Everlast.

3. NOTICE REQUIREMENTS:

- a) Any claim under this warranty shall be addressed to the Warranty Department and mailed to Seller at the address for its corporate office that is identified on its website, which is currently 10 Enterprise Court, Lebanon, PA 17042-8206
b) Buyer must inspect material received from Seller prior to installation as to mitigate expense involved in repairing, painting or replacing defective sheets.
c) 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 defects and within the applicable guarantee period. Seller shall be given reasonable opportunity to investigate all claims and no products shall be returned to Seller without Seller's inspection, approval and receipt by buyer of written shipping instructions from Seller.
d) To be effective, Buyer's notice of claim shall include such records as may enable Seller to establish the Everlast invoice number, date of shipment by Everlast, name of distributor or Lumberyard from which the materials were purchased, and the date of installation of panels. These records must be duly authenticated, be made in the ordinary course of business, and be contemporaneous with the events noted therein. Buyer shall also present such evidence that establishes that any claimed defect was due to a breach of the Limited Warranty stated herein, including without limitation photographs showing the issue.

4. EXCLUSIVITY OF WARRANTIES:

THE EXPRESS WARRANTIES AND REMEDIES STATED HEREIN ARE THE EXCLUSIVE REPRESENTATIONS, WARRANTIES AND REMEDIES APPLICABLE TO THE PRODUCTS. ALL IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING ANY IMPLIED REPRESENTATIONS OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DENIED AND EXCLUDED. YOUR RIGHTS MAY VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. CHECK YOUR OWN STATE LAW FOR ADDITIONAL RIGHTS.

5. EXCLUSIVITY OF REMEDY AND DISCLAIMER OF DAMAGES:

- a) If it is determined to Seller's reasonable satisfaction, upon inspection, that the product fails to perform as warranted herein, Seller shall have the right, at its option, to either repair, repaint or replace the defective product utilizing normal materials, methods and workmanship or refund Buyer the price paid for the material as are needed to fulfill the original limited performance warranty but without extension of the duration thereof. Seller's liability and Buyer's exclusive remedy under this Limited Warranty shall be limited to repair, repainting, replacement or refund as Seller may elect. In fulfillment of its limited warranty, Seller shall in no event be liable to incur costs which exceed Seller's price for the defective sheet. In the event that Seller provides replacement product or a refund of the purchase price, Seller shall not be liable for any labor costs, including any labor costs associated with removing, replacing, or installing product.
b) Except as expressly provided herein, Everlast shall not be liable for any losses, damage or expense, whether direct, incidental or consequential, or for loss of use, revenues or profits, and Buyer hereby WAIVES all remedies not expressly provided herein.
c) THIS WAIVER OF DAMAGES APPLIES TO ANY CLAIM OF ANY WARRANTY CLAIM THAT MAY APPLY TO YOUR PURCHASE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL. Some states do not allow the exclusion or limitation of consequential damages, so the above limitation or exclusion may not apply to you. Check your own state law for additional rights.

6. NON-TRANSFERABILITY OF WARRANTY:

This limited warranty is extended to Buyer as the original purchaser from Seller and is non-transferable and non-assignable. No rights against Seller shall be created by any transfer or assignment, nor shall any rights against Seller survive any transfer or assignment. Buyer or its agents or representatives shall not claim, represent or imply nor permit its customers, distributors, applicators or contractors to claim, represent or imply that this limited warranty extends or is available to parties other than Buyer, and to the limit of its legal right to do so Buyer shall cause any party to cease and desist of any such misrepresentation. This condition shall constitute a material term of this limited warranty and its violation by Buyer shall excuse Seller from its obligations hereunder.

7. TERMINATION:

Seller reserves the right to terminate this Limited Warranty except with respect to orders which it has already accepted upon the giving of written notice thereof.

8. MERGER:

Oral statements made by Seller's representatives and written descriptions of the products appearing elsewhere than on the face hereof are not representations or warranties by Seller and shall not be relied upon by Buyer. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modification hereof, to be effective, shall be in writing, shall expressly refer to this limited warranty, and shall be signed by an authorized representative of seller.

Effective Date: June 05, 2023

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