

24 Gauge Series Painted Fluoropon® Warranty

Everlast Roofing, Inc. ("Everlast" or "Seller") warrants, in the continental United States that under normal atmospheric conditions the exterior paint on its preprinted 24 gauge Fluoropon® products:

FILM INTEGRITY:

Will not crack, check, blister or flake for a period of thirty-five (35) years and one month;

CHALK RATING:

Will not chalk in excess of a numerical rating of 8 when measured with the standard procedure specified in ASTM D4214-89, on sidewalls or roofs for a period of thirty-five (35) years and one month;

FADE RATING:

Will not fade or change color by more than 5 units of color when measured with the standard procedure of ASTM D-2244, on sidewalls or roofs for a period of thirty-five (35) years and one month.

TERMS AND CONDITIONS

1. LIMITATIONS ON WARRANTY:

- a) Seller's Warranties apply only to panels which have been exposed to normal weather and atmospheric conditions and does not apply to defects or failures caused by acts of God, falling objects, misuse, improper assembly or installation, external forces, explosions, fire, vandalism, deliberate destruction or damage, riots, civil commotions, acts of war, radiation or harmful gases or fumes, excessive salt atmospheres, chemicals, foreign substances (i.e., abnormal quantities of sand or dirt particles) or chemicals in the air or atmosphere, and/or improper drainage or water retention regardless of roof or pitch.
- b) This Warranty does not cover failures resulting from edge corrosion or if failure is caused by failure of the metal substrate.
- c) Buyer must inspect material received from Seller prior to installation so as to mitigate expense involved in repairing, repainting or replacing defective product.

2. NOTICE REQUIREMENTS:

- a) Any claim under this warranty shall 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) 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 containing the information identified in Section 2(c) of this Limited Warranty is received by Seller within 30 days after discovery of the defect and within the applicable Limited Warranty period. Seller shall be given reasonable opportunity to investigate all claims, and no products shall be returned to Seller without Seller's inspection and approval and receipt by Buyer of written shipping instructions from Seller.
- c) 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.

3. EXCLUSIVITY OF WARRANTIES:

THE EXPRESS LIMITED 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.

4. 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 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 material. 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.

5. 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.

6. 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.

7. 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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