



25 YEAR LIMITED PAINT WARRANTY

APPLICABLE PAINT SYSTEM: **POLYESTER**

City Sheet Metal Co. Ltd. (hereinafter called CSM) extends the following Limited Warranty to our direct Customer named above (hereinafter called Customer). This warranty is solely for the benefit of the direct CSM customer and is NOT TRANSFERRABLE OR ASSIGNABLE to any other party without obtaining the express written permission from CSM. This warranty covers polyester-painted Aluminum substrates through the coil coating process (hereinafter called the Product).

CSM reserves the right to terminate this warranty at any time upon advance written notice, except with respect to any product which has already been processed or installed by the Customer.

Refer to attached document for terms & conditions.



Polyester 25 Year Limited Conditional Warranty

Issued to:

Project Name	Customer Name
Project Contact Name	Customer Contact
Project Address	Customer Address
Project City, Province Postal Code	City, Province Postal Code
Project Contact Phone	Customer Contact Phone

Paint Colour, Polyester, Sales Order #

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DEFINITIONS

Subject to all of the terms and conditions, including the exclusions and limitations, contained in this limited warranty, CSM warrants that the paint on the installed Product will not for a period of 25 years after installation:

- (1) Film integrity shall be defined as absence of crack, flake or peel (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Slight crazing or cracking, which may occur during fabrication (roll-forming or brake bends) of the building parts, and spangle cracking are not covered under this limited warranty.
- (2) Colour change shall be defined as freedom from fade or change as warranted in delta E units calculated in accordance with ASTM method D-2244, paragraph 6.2.2 CIEL *a*b*, 10 degrees observer, specular included. Colour change is measured on an exposed painted surface that has been cleaned of surface soils and chalk (per ASTM D3964) and then compared to corresponding values measured on the original or unexposed coated surface.
- (3) Chalk or oxidation shall be defined as a numerical rating as warranted when measured in accordance with the standard procedures specified by ASTM D-4214.

This LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING EXCLUSIONS AND LIMITATIONS. All of the following exclusions and limitations constitute material terms of this limited warranty and failure to satisfy any one or more of the conditions by Purchaser, its agents or representatives shall release CSM from its obligations hereunder.

EXCLUSIONS AND LIMITATIONS.

- (1) This limited warranty applies only to Product that is properly installed on buildings (as roofing or other panel on which no standing water accumulates, or as a vertical trim or sidewall panel of an architectural, commercial or pre-engineered building) within the Continental United States, Alaska, Canada and Mexico.
- (2) This limited warranty applies only to the undersigned Customer and is not transferable and not assignable to any other person or entity. This limited warranty will not inure to the benefit of any other party and, if Customer is an entity, will terminate automatically upon any change of control of the Customer.



- (3) This limited warranty will be null and void unless the Product has been paid for in full.
- (4) This limited warranty does not cover Product that is embossed if the embossing process fractures the coating or steel substrate or otherwise adversely affects paint adhesion or film integrity.
- (5) This limited warranty does not apply to areas that are sheltered from rainfall, unless such areas are properly maintained, which proper maintenance includes doing a fresh water rinse at least twice per year.
- (6) This limited warranty does not apply in the event of deterioration to the Product caused directly or indirectly by contact with fasteners.
- (7) This limited warranty does not cover damage to Product that suffers from improper forming, fabrication, corrosion of the substrate or any other condition between the substrate and coating that causes coating degradation or delamination.
- (8) Product that is improperly installed or maintained is not covered by this limited warranty. The Product must not be cleaned with abrasive or chemical cleaners.
- (9) This limited warranty does not cover any Product located 1,000 or fewer feet from a salt-water environment.
- (10) Film Integrity, Colour Fade, Chalking Rating for below Environment of Install:

Type of Environment of Installation	Film Integrity (Years)	Colour Fade (Years) Delta E <=5.0	Chalk Rating (Years) >=8 Rating
Residential, Commercial and School – Buildings used for habitation, Distribution Centers, Hotels, Shopping Malls, Office Buildings, Assembly Factories and schools located in rural or residential areas.	25	8	8
Industrial – Steel Mills, Power Generating, Stations, Oil Fields, Oil Refineries, Ore Mines, Chemical Plants, Paper Mills or other unusual environmental exposure.	5	No Warranty	5
Severe Marine – Less than 1,000 feet from coastline.	5	No Warranty	No Warranty

- (11) This limited warranty does not cover damages or conditions resulting from circumstances beyond CSM's control, including, without limitation, the following:
 - (a) Acts of God, falling objects, explosions, or fire;
 - (b) Unusual or aggressive atmospheres such as those where the Product is exposed to or contaminated with chemical fumes or salt spray;
 - (c) Standing or ponding water on the Product;
 - (d) Significant differences in insulation below the Product;
 - (e) Failure to store or install Product in a way that allows for adequate circulation;
 - (f) Condensation or other contamination or damage attributable to improper shipping, packaging, handling, processing or installation;
 - (g) Failures or damage resulting from edge corrosion;
 - (h) Scratching or abrading during or after installation;
 - (i) Prolonged contact with vegetation, dirt or gravel;
 - (j) Sustained exposure to animals or animal waste;



- (k) Where the Product is in contact with, or subject to runoff from, lead, copper, pressure treated, green or wet lumber, or wet insulation;
- (l) Mishandling of the Product, including abuse, alteration, modification, improper use or storage; and
- (m) Damages or conditions at the point(s) where materials or items such as snow guards and solar panels are attached or adhered to the Product.

Notification Prior to Installation; Right of CSM to Inspect: Purchaser must notify City Sheet Metal Co. Ltd. prior to installations that are deemed potential Industrial and/or Marine environment prior to design implementation. CSM can then evaluate the installation side and provide specific warranty coverage before installation.

NOTIFICATION OF CLAIM

The Customer must notify CSM in writing within 30 days after discovery of any alleged condition giving rise to a claim. In making a claim, the Customer must supply documentation that the product in question was supplied by CSM. CSM and its representatives must be allowed an opportunity to inspect and obtain a sample of the Product. All decisions regarding the existence of conditions affecting this limited warranty will be made by CSM and will be final and binding on all parties. The party notifying CSM of any defect or claim will reimburse all of CSM's expenses incurred in connection with the investigation of a defect or claim if it is later determined that CSM is not responsible for the problem underlying the defect or claim. In no event will the original warranty period set forth above be extended by a warranty claim.

To make a claim or obtain service under this limited warranty, the Customer must deliver the claim either personally or send by registered or certified mail, postage prepaid, return receipt requested to **City Sheet Metal Co. Ltd., Attention: Quality Assurance, 30 Paramount Road, Winnipeg, Manitoba R2X 2W3**

GENERAL TERMS AND CONDITIONS

This LIMITED WARRANTY IS NON-TRANSFERRABLE AND IS SUBJECT TO THE FOLLOWING EXCLUSIONS AND LIMITATIONS. The Customer's sole and exclusive remedy against CSM will be repair or replacement of the defective Product, or a refund the purchase price, at the sole option of CSM. In no event will the original applicable warranty period be extended by a warranty claim. All valid claims against this Product will be covered, not including installation, to 100% of the original cost of the product, during years one through six; 50% of the original cost of the product, during years seven through twelve; and decreasing by increments of 1.25% (per year) of the previous year's depreciated cost of the product from years thirteen through twenty.

In certain instances, after the Customer has submitted a timely warranty claim, CSM **may** permit the Customer (or its designee) to recoat or replace the Product. In such a case, the Customer must submit an estimate for CSM's approval, which approval may be given or withheld in CSM's sole discretion. If CSM chooses, it may negotiate a contract directly for the recoating or replacement. If any of the recoated or replaced coated metal fails, the Customer will make any claims against the party that did the recoating or the supplier of the replacement materials.

THIS LIMITED WARRANTY IS CSM'S SOLE AND EXCLUSIVE WARRANTY REGARDING THE PRODUCT AND IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OF QUALITY. ALL WARRANTIES OTHER THAN THIS LIMITED WARRANTY (INCLUDING ALL IMPLIED WARRANTIES LISTED IN THE PREVIOUS SENTENCE) ARE EXPRESSLY EXCLUDED AND DISCLAIMED. TO THE EXTENT LOCAL LAW PROVIDES THAT ANY IMPLIED WARRANTIES MAY BE NOT EXCLUDED OR DISCLAIMED, THOSE WARRANTIES ARE LIMITED IN DURATION TO THE SHORTER OF (i) THE DURATION OF THE EXPRESS WARRANTY PROVIDED IN THIS LIMITED WARRANTY OR (ii) THE SHORTEST DURATION REQUIRED BY LOCAL LAW.

IN NO CASE WILL CSM BE LIABLE TO ANY PERSON OR ENTITY FOR PROPERTY DAMAGE OR PERSONAL INJURY IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, OR OTHERWISE



FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS TO THE BUILDING OR ITS CONTENTS OR ANY OTHER LOSS, REGARDLESS OF THE CAUSE OF SUCH DAMAGE AND WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF CSM, EVEN IF CSM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. CSM'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE PURCHASE PRICE PAID TO CSM FOR THE PRODUCT IN QUESTION.

No representative, dealer, reseller, employee, installer or any other person is authorized to make, modify or change this limited warranty or make any other warranty, representation or promise on behalf of CSM with respect to the Product. No term or condition other than those stated in this limited warranty and no agreement or understanding, whether oral or **MAINTENANCE.**

The Product must be washed regularly, either by sweet or tap water or by cleaning with 1/3 cup of Tide detergent or other common detergent containing less than 0.5% phosphate dissolved in one gallon of water. A clear water rinse should follow immediately. The Product must not be cleaned with abrasive or chemical cleaners. Cleaning must include the underside of any panel overhang where the underside is exposed to the weather.

FOR ALL APPROVED MARINE APPLICATIONS.

Homeowner or building owner is required by CSM to perform annual maintenance of the building in the form of two (2) sweet water rinses (tap water). Homeowner or building owner is required to keep records of such maintenance for the warranty to be enforceable.

EFFECTIVE DATE

This limited warranty applies only to Product purchased and installed after **June 01, 2023** and no previous warranty shall apply to such product. The limited warranty shall extend from the date of installation of the installation of the polyester coated metal or from a date (6) months after coating of the metal, whichever comes first.

TERMINATION

CSM may terminate or modify this limited warranty at any time upon thirty (30) days advance written notice, except with respect to any Product that has already been shipped to the Customer.

DISPUTE RESOLUTION AND CHOICE OF LAW

This limited warranty will be interpreted exclusively under the laws of the Province of British Columbia, without regard to any conflict or choice of law principles.

AGREEMENT OF WARRANTY

City Sheet Metal Co. Ltd's Customer

City Sheet Metal Co. Ltd.

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

APPLICABLE LAW

This agreement shall be deemed to have been made executed and delivered in the country of Canada and shall be governed by and enforced in accordance with Canadian law and the laws of the Province of British Columbia. This agreement and any sales of the product by City Sheet Metal Co. Ltd. to the Customer shall be interpreted, governed and enforced in accordance with Canadian law and the laws of the Province of British Columbia. Any disputes arising under or pursuant to the matters contemplated by this agreement, at CSM's election, shall be resolved by arbitration or legal process, in the Province of British Columbia. The authorities and Courts of British Columbia shall have exclusive jurisdiction over such disputes, especially with respect to matters of validity, execution interpretation, enforcement or compliance. The parties hereby consent to service, jurisdiction and venue of such authorities and courts and waive any other venue to which they might be entitled by virtue of domicile, habitual residence or otherwise. The Customer agrees that any finding made by a court or arbitrator pursuant to this section shall be given full faith and recognition in its resident country or in any other Non Canadian jurisdiction. Each party shall be responsible for its own attorneys' fees and costs.