

JAY'S

METAL PRODUCTS

Thank you for your interest in Jays' Metal Products, our panels are the toughest and longest lasting option and has been specially designed for outstanding performance in post-frame applications. We're confident this product will provide you with years of trouble free service, which is why we offer one of the best warranties in the market.

What is Covered:

We warrant that the Paint Finish and Substrate of your MasterRib panels will be free from manufacturing defects that materially affect the performance of the product, as described below:

Paint Finish: Although it is recognized by Jay's Metal Products and Buyer that most coatings, including paint finish, will fade and change in appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, Jay's Metal Products warrants that the goods covered by this warranty will resist natural weathering to the extent that they will conform to the performance standards listed below for the lifetime of the buyer for lm integrity and a period of 30 years after coating for both chalking and color change, provided that all conditions of this warranty are met. Provisions (1) through (3) below apply to buildings installed north of the 15° parallel of latitude in the Northern Hemisphere. Only provision (1) applies to buildings installed south of this latitude:

- 1) Warranted Finish will not peel, crack, check, or take to an extent that is apparent on ordinary outdoor visual observation.
- 2) Vertical installations of Warranted Finish will not change color more than 5 NBS (Hunter) units, and non-vertical installation will not change color more than 7 NBS (Hunter) units, following field installation. Color measurements are to be made per ASTM D 2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D 3964.
- 3) Vertical installations of Warranted Finish will not chalk more than a number 8 rating, and non-vertical installations will not chalk more than a number 6 rating, when measured per ASTM D-4214, Method A.

Exceptions: This is an anti-weathering limited warranty and does not apply to other causes of degradation, including but not limited to: Paint Finish which has suffered scratching or abrasion or impact by a hard object; has been abused, altered, modified, used in a manner not originally intended, or stored contrary to instructions of Jay's Metal Products, or good industry practice; is damaged due to moisture entrapment during transit or storage; is stored or installed in a way which allows for standing water on the coating or in any chemically aggressive environment containing fumes, ash, cement dust, carbon black, salts or other chemicals, whether naturally

occurring or caused by man; is stored or installed in an environment that includes a high degree of humidity, sand, dirt, or grease, whether naturally occurring or caused by man; is stored or installed in a way which allows contact with animals and/or animal waste or its decomposition products; is stored or installed in an area, or in such a way, that damage can occur due to poor air circulation; is stored or installed in areas which are subject to fallout from copper, lead, nickel or silver mining or refining operations; has suffered any damage caused by acts of God, radiation, falling objects, explosion, riots, civil commotions, acts of war or other external forces; Paint Finish which suffers from cut edge exposure; corrosion of the substrate; or the development of any other condition between the coating and the substrate which causes the coating to degrade or delaminate, including any failure or deficiency in the cleaning process or pretreatment; Paint Finish which is installed within 1,000 meters of a salt water or other marine environment.

This warranty DOES NOT APPLY to sheets exposed at any time to corrosive or aggressive atmospheric conditions, including, BUT NOT LIMITED TO:

1. areas subject to salt water marine atmospheres or to constant spraying of either salt or fresh water.
2. areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste or its decomposition by-products, carbon black, or fallout from copper, lead, nickel or silver mining or refining operations.
3. areas subject to water run-off from lead or copper flashings or piping or areas in contact with lead or copper.
4. conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.

This warranty DOES NOT APPLY in the event of:

1. bends less than 2T inside bend diameter for sheet thicknesses 0.030" and thinner, and less than 4T for sheet thicknesses greater than 0.030".
2. roof or sections of the roof having a slope less than 2-1/2:12.
3. mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, or during or after erection.
4. forming which incorporates severe reverse bending or which subjects the metallic coating to alternate compression and tension.
5. failure to provide free drainage of water, including, but not limited to, internal condensation, from overlaps and from all other surfaces of the sheets or panels.
6. failure to remove debris from overlaps and from all other surface of the sheets or panels.
7. damage caused to the metallic coating by improper forming (including, but not limited to, roll forming, press braking or embossing) or scouring or cleaning procedures.
8. deterioration of the panels caused by contact with green or wet or pressure-treated lumber, or wet storage stain caused by water damage or condensation.
9. presence of damp insulation, soil, vegetation or other corrosive materials in contact with or in close proximity to the sheets or panels.
10. deterioration to the panels caused by direct or indirect contact by the panel with fasteners, or by overdriving the fasteners so as to damage the panel. Selection of suitable long-lasting

fasteners to be used with MasterRib panels rests solely with the Buyer. Fasteners are to be electrically insulated from the panel surface (e.g., with elastomeric grommets) to prevent dissimilar metal contact.

11. failures caused by acts of God, falling objects, external forces, explosions, res, riots, civil commotions, acts of war, or radiation.

Who is Covered by this warranty This limited warranty is issued only to the original buyer and is non-transferable and / or assignable. Should the buyer become insolvent, bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practices, this warranty shall forthwith become null and void and have no legal effect. In the event the buyer is a non-human person (i.e., a corporation, LLC, or other entity), the “lifetime” of the buyer shall be defined as 40 years from the date of purchase.

How to Make a Claim in order for Jay’s Metal Products to honor any claim on material shipped, Buyer must promptly document the claim with identification of material, date of installation, date of shipment, Jay’s Metals order number, invoice number, and evidence of claimed defect. Jays Metal Products must be given a reasonable opportunity to inspect the material claimed to be nonconform-ing. Buyer must provide Jay’s Metals with all items within thirty (30) days of notice of the claimed defect.

Non-Waiver In any instance or series of instances, the determination of Jay’s Metal Products not to exercise any right hereunder or not to require compliance with any term or condition hereof, shall not constitute a waiver of Jay’s Metal Products right to exercise any rights or to require compliance with all terms and conditions herein on all occasions prior and subsequent to such instance or instances, and no such determination or series of determinations by Union shall constitute an alteration or waiver of the rights and liabilities of Jay’s Metal Products and Buyer as otherwise set forth herein.

Sole and Exclusive Warranty THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This written warranty is your exclusive warranty from Jay’s Metal Products and represents the SOLE REMEDY available to any owner of Jay’s Metal products. Jay’s Metal Products makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES of any kind other than that stated herein. JAY’S METAL PRODUCS WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether for breach of this warranty, negligence, strict liability in tort, or for any other cause.

Miscellaneous

Seller reserves the right to terminate this warranty at any time (except as to orders already accepted) upon the giving of written notice thereof. This Limited Warranty shall be governed by and interpreted pursuant to the laws within the province of Alberta