

# 35 Year Trinar Limited Warranty

Progressive Metals, Inc. warrants, in the continental United States that under normal atmospheric conditions (which term excludes aggressive atmospheres such as those contaminated with chemical fumes or salt spray) the exterior paint on its prepainted Trinar products will meet the following specifications:

**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 for a period of thirty-five (35) years and one month.

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

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

## LIMITATIONS ON WARRANTY:

1. This Warranty is extended to the original buyer and is not transferable or assignable.
2. Seller's Warranties apply only to material 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, 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, and foreign substances (i.e., abnormal quantities of sand or dirt particles) in the air or atmosphere, and regardless of roof or pitch, installation must provide for proper drainage so as not to hold any water.
3. This Warranty does not cover failures resulting from edge corrosion.
4. In no event shall the Warranty extend beyond 30 years and one month from the date of shipment of the coil from Seller's manufacturing plant.

## BUYERS OBLIGATIONS:

1. Buyer must inspect material received from Seller prior to installation as to mitigate expense involved in repairing, repainting or replacing defective material.
2. 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.
3. To be effective, Buyer's notice shall include such records as may enable Seller to establish the Progressive Metals order number, Progressive Metals invoice number, date of shipment by Progressive Metals, Inc. and the date of installation of the claimed defective material. 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 guarantee stated herein.

## EXCLUSIVE REMEDY:

If any of Seller's products fail to perform as warranted, the company will, at its option, repaint or replace the defective material or refund the buyer the price paid for the material. Progressive Metals, Inc.'s total liability is expressly limited to the purchase price of the defective material. Except as provided herein Progressive Metals, Inc. shall not be liable for any losses, damage or expense, whether direct, incidental or consequential, caused by or resulting from the use of defective or non-conforming products.

## EXCLUSIVE OF WARRANTIES:

**THE EXPRESS WARRANTIES AND REMEDIES STATED HEREIN ARE THE EXCLUSIVE WARRANTIES AND REMEDIES APPLICABLE TO THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.**



Progressive Metals

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