



THE GUARDIAN SYSTEM

LIMITED PRODUCT WARRANTY

Acrylic-Coated-AZ55

Painted-AZ50 or Painted Aluminum

The Guardian System, LLC (hereinafter "Provider") is pleased to offer this Limited Product Warranty (hereinafter "Warranty") to _____ (hereinafter "Customer") for steel or aluminum ("Base Metal") coated with acrylic, paint, or film ("Coating") (individually a "Product" or collectively "Products") listed in Exhibit 1. Products covered by this Warranty are subject to the terms and conditions set forth below.

1. COVERAGE. This Warranty covers Products originally purchased from Provider's supplier (hereinafter "Supplier") and manufactured into roofing, wall panels, siding, soffit, fascia, and mansard applications, that have been purchased together from Provider and installed in the continental United States. For such Products, under this limited express warranty, Provider warrants that for the period of time listed in Exhibit 1 (unless caused in whole or in part by an exclusion described in Section 2 below): (a) Base Metal will not rupture, fail structurally, or perforate as a result of corrosion caused by exposure to normal atmospheric conditions; (b) Coating will not chip, crack, peel, flake or check; and (c) Coating will not (i) chalk in excess number eight (8) rating (PVDF, and SMP), and (ii) fade in color more than five (5) Hunter ΔE units¹. Only Products approved for such usage in Exhibit 1 will be warranted if stored or installed in a Coastal Area as defined in Exhibit 1. Products approved for Coastal Areas are covered by warranty if used in non-Coastal Areas.

2. EXCLUSIONS. Provider disclaims all liability for claims arising in whole or in part out of the exclusions listed below. This Warranty does NOT cover any one or any combination of the following situations:

EXCLUDED ATMOSPHERIC CONDITIONS. This Warranty does not apply to or provide warranty benefits for Product stored in, installed in or otherwise exposed at any time to corrosive, aggressive, harmful or other abnormal atmospheric conditions, including but not limited to any one or combination of the following conditions:

- a) Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust or animal waste.
- b) Areas subject to water run-off from dissimilar metals such as, but not limited to lead and/or copper flashings or piping, or areas in contact with lead or copper or lumber containing same or fire-retardant impregnated or treated wood shakes, composite shingles or siding.
- c) Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.
- d) Areas subject to salt-water marine atmospheres or regular spraying of salt water.
- e) Changes in the normal atmospheric conditions to which Product is exposed may be the basis for a reduction in length or invalidation of the stated warranty.

OTHER EXCLUDED SITUATIONS. This Warranty does not apply to or provide warranty benefits in the event of:

- f) Product that is used in a roof, or section of a roof, with a slope flatter than 1/4:12 or stored outside in a manner that retains water.
- g) Product stored outside in a manner that causes other damage.
- h) Damaged material that was installed despite being visibly damaged prior to installation.
- i) Mechanical, chemical or other damage sustained during shipment, storage, forming, fabrication, installation, or after installation, including improper roll forming, press braking, embossing, scouring or cleaning procedures, and damage caused by walking on the roof. This includes cracking or crazing as may occur on roll-formed edges or break-bends at the time of roll forming or other fabrication, which is accepted in the industry as standard.
- j) Forming and manufacturing that substantially alters the Product including, but not limited to, severe reverse bending.
- k) Profiles with bends tighter than 2T for sheet thickness < 0.030" or tighter than 4T for sheet thickness > 0.031".
- l) Failure of Installer to handle or install Product correctly and in accordance with applicable building codes, product approvals, and the manufacturers' specifications, instructions and warranties as outlined in the then-current published technical data sheets and/or installation guides.
- m) Damage caused directly or indirectly by the selection and/or

installation of fasteners. Selection and use of suitable fasteners rests solely with the Installer.

n) Product that was not properly maintained prior to or after installation. Once installed, Customer shall perform a fresh water rinse at least twice per year in accordance with AAMA 610.1.1979 and may not use abrasive chemicals or cleaners. It is the Customer's responsibility to maintain and produce upon request records to demonstrate maintenance.

o) Damage caused by contact with or in close proximity to green/wet lumber, standing water, debris, damp insulation, cement, soil, vegetation, farming by products or other corrosive materials.

p) Products with Coatings in specialty or custom colors. Standard colors are listed in Exhibit 1.

q) Fading or color change that is not uniform, but within the warranty limits, and cosmetic color variation of metal with acrylic coating.

r) Inconsistencies common to metal, such as waviness or oil canning.

s) Damage caused by other products such as, but not limited to, solar panels, snow guards, lightning protection, sky lights, or communication equipment.

t) Damage caused by efforts to refinish, restore, repair, or replace Products without Provider's approval.

u) Any defect occurring after, or discovered after, transfer or change of title of the property containing Products.

v) Installation of Products that were not properly registered by Provider's Supplier in accordance with terms of Supplier's warranty extended to Provider.

w) Damage caused by acts of God, external forces, hurricanes, falling objects, explosions, fires, riots, civil commotions, acts of war or terrorist acts.

3. EXCLUSIVE REMEDY. Customer's sole and exclusive remedy arising out of or in connection with this Warranty shall be at Provider's sole option and limited to a) repair or replace at Provider's sole option, the non-conforming Product or b) refund of the purchase price which shall not exceed an amount equal to 100% of the amount paid to Provider's Supplier for the original purchase of Product. For avoidance of doubt, Provider shall not be responsible for costs related to the inspection, removal, re-fabrication or re-installation of the Product.

4. TERMS AND CONDITIONS

a) Customer shall exercise diligence in inspection of Product received from Provider to mitigate damage and/or expenses involved in repairing or replacing Product. NO WARRANTY SHALL APPLY TO PANELS THAT ARE INSTALLED DESPITE CONTAINING DEFECTS THAT ARE DISCERNIBLE BY REASONABLE INSPECTION.

b) Claims for any breach of Warranty must be made within the period of this Warranty. Claims must be reported in writing to Provider immediately after discovery (or should have been discovered), but no longer than 20 days; and Provider shall be given a reasonable opportunity to inspect the Product claimed to be defective.

c) If Customer elects to begin repairs prior to proper notification and opportunity for Provider to inspect the Product, Provider shall have no responsibility for those repairs and this Warranty shall automatically become null and void.

d) Customer must prove that the defective Product(s) were supplied by Provider by means of proper identification of the material involved in the claim, including but not limited to a copy of this Warranty, date of installation, invoice number, and order number.

e) Customer shall also present such evidence that establishes any claimed non-conformance was due to a breach of the Warranty stated herein. Any legal action against Provider for breach of or related to this Warranty must be brought by Customer within one (1) year after the cause of action accrues.

5. LIMITATION OF LIABILITY AND WARRANTY

a) The liability of Provider shall not extend to personal injury, property damage, loss of profit, delay or any incidental or consequential damage resulting from the failure of Product to conform to the provisions of this Warranty. Provider shall not in any event be liable for the cost of damage to the interior of the building, for contents of the building, or labor expended by others on any defective Product. Provider shall not in any event be liable for any special, punitive, consequential or indirect damages whatsoever whether arising from breach of contract, breach of warranty, tort, including negligence, strict liability, actions, claims, causes of actions, expenses and/or liabilities, or otherwise to anyone by reason of the fact that such Product was defective. Provider's total liability for all claims of any kind shall not exceed the purchase price paid to Provider for the original Product.

b) This Warranty is given as the exclusive warranty, and no other warranties, either express or implied, in fact or in law, including but not limited to warranties of merchantability or of fitness for a particular purpose are made and any such other warranties are expressly disclaimed. There are no warranties which extend beyond the description contained in this Warranty. Customer hereby waives the benefit of any rule or right that the disclaimers of Warranty shall be construed against Provider and agrees that the disclaimers in this Warranty shall be liberally construed in favor of Provider.

6. ADDITIONAL TERMS

a) Provider shall not have any liability or obligation under this Warranty if Customer has unpaid invoices for Product, supplies and/or services due to Provider.

b) No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, and no course of conduct or performance, in any way purporting to modify this Warranty or to waive Provider's rights hereunder, shall be binding unless the same be clearly set forth in writing that expressly refers to this Warranty and expressly refers to having such effect upon this Warranty, and is signed by an authorized representative of Provider.

c) This Warranty is extended solely to the Customer and is non-transferable and non-assignable. No rights against Provider shall survive any unconsented to transfer or assignment. Customer or its representatives shall not claim, represent or imply that this Warranty extends or is available to parties other than Customer. This condition constitutes a material term of this Warranty and violation by Customer shall excuse Provider from its obligations hereunder.

d) Customer acknowledges that Provider is not the manufacturer of either the metal or the coating warranted herein and agrees that all issues arising from or related to the exceptions set forth herein shall be determined finally and conclusively as to the Customer, by the original manufacturer. Notwithstanding anything in this Warranty to the contrary, with respect to the Product, in no event shall the warranty obligation of Provider to Customer exceed the warranty obligation of Provider's Supplier of the Product extended to Provider, and, in the event the Supplier is not in legal existence at the time of a Customer warranty claim hereunder, or otherwise fails, for any reason, to make good on its warranty obligations extended to Provider with respect to such warranty claim, Provider shall have no warranty obligations to Customer under this Warranty with respect to such warranty claim. A copy of the Supplier's warranty is available upon request.

f) The warranty period of any repaired or replaced Product shall be for the remainder of the warranty period applicable to the original Product. The repair or replacement of any Product shall not extend or exceed the terms of this Warranty. The difference in appearance due to weathering between a new Product and the previously installed Product shall not be considered a defect and is not covered under the terms of this Warranty.

g) This Warranty shall be governed under the laws of the State of FLORIDA. Any claim or controversy arising out of this Warranty, or the breach thereof, shall be brought in LAKE County.

¹Chalk determined by ASTM D-4214 method A659. Fade determined by ASTM method D-2244-2. Color change will be measured on an exposed surface that has been cleaned of surface chalk and soils, and the corresponding values measured on the original or unexposed surface.

EXHIBIT 1: WARRANTY COVERAGE PERIODS

The table below lists the period each applicable Product is covered under this Warranty. The period is measured from the date of sale listed on the sales invoice. Each product must match the Base Metal, Coating, and Type of Installation to receive coverage for the period indicated.

BASE METAL	COATING	INSTALL TYPE	COVERAGE TERM		
			Substrate	Coating Integrity	Coating Chalk & Fade
Aluminum	PVDF	Coastal	25 Years	25 Years	25 Years
Aluminum	PVDF	Non-Coastal	25 Years	40 Years	30 Years
AZ50 and G90 Steel	PVDF	Non-Coastal	25 Years	40 Years	30 Years
AZ50 and G90 Steel	SMP	Non-Coastal	20 Years	40 Years	30 Years
AZ55 Steel	Acrylic-Coated	Non-Coastal	25 Years	N/A	N/A



COVERED COLORS:

PVDF, & SMP Paint: All standard colors except for exclusions indicated in Limitations to Color Change Coverage below.

LIMITATIONS TO COLOR CHANGE COVERAGE:

PVDF: Regal Blue and Regal Red are covered for color change for a period of ten (10) years from the date of sale.

PVDF: Metallic Champagne, Metallic Copper, Metallic Silver and Pre-Weathered Metallic are not covered by the color change warranty.

COASTAL AREA:

Coastal Area is defined as an area within 1,500 feet from the seacoast, salt water, or brackish water. Refer to Section 2 for all applicable exclusions.

Warranty Issued to Owner:		
Property Address:		
City:	State:	Zip:
Date Issued:		

Contractor/Installer:		Invoice #:
Job#	Product Delivery Date:	
Street Address:		
City:	State:	Zip:

Licensed Distributor of The Guardian System, LLC.

By: _____

Print Name: _____

Title: _____ Date: _____

Company Name:

Address:

Phone #:
