

"Distinction" & "Moderno" pre-painted steel panels

Flurothane Coastal Print Coat Wood Series

Metalunic guarantees that the pre-painted steel panels of the Flurothane Coastal Wood Series (hereinafter collectively referred to as the "Products") will not present during a routine observation, for a period of twenty (20) years from the date of delivery, any sign of spotting or loss of adhesion under normal atmospheric conditions up to the water's edge for use in Canada and the continental United States.

CHALKING - Flurothane Coastal Print Coat Wood Series

During the first twenty (20) years following the date of delivery of the products, chalking will not exceed #8 (ASTM D4214 Method A) for wall applications when properly maintained as described herein. This Guarantee will apply if within this first twenty (20) year period cracking, flaking, or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation occurs. Minute fracturing, which may occur in proper fabrication of building parts, is not a covered Warranty Condition.

DISCOLOURATION - Flurothane Coastal Print Coat Wood Series

As for paint coatings on panels in the Flurothane Coastal Print Wood Series, measuring the colour on a printed surface with instruments is impossible due to natural variations in the pattern. However, the appearance of the printed pattern will remain intact and recognizable during twenty (20) years of exposure and the discolouration will be uniform.

This guarantee is the customer's sole remedy for a defect or any deficiency of the product. Metalunic offers no other guarantee, makes no representation, or does not impose any condition, implicit or explicit, oral or written, with respect to the product, whether under common law, other law or otherwise including, without limitation, any guarantee of marketability or fitness for adaptation to a general or specific use, for which Metalunic expressly disclaims any liability in the terms set forth, to the extent permitted by law.

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BENEFICIARY OF THE GUARANTEE

Only the original owner (the buyer) benefits from this guarantee. However, this guarantee is transferable to subsequent buyers of the building but only if a written notice is sent to Metalunic within thirty (30) days of the transfer of title to the building. Omission of such a notice will automatically terminate the guarantee.

APPLICATION OF THE GUARANTEE

The client must inspect the siding prior to installation to limit expenses that could be incurred in the event of defective or non-conforming product. Metalunic's responsibility is limited to refinishing or supplying the siding to be replaced in order to provide consistent product performance under the original guarantee. Labour and other replacement costs are the responsibility of the customer.

Replacement of defective product does not result in prolonging or extending the original guarantee. However, the remainder of the guarantee will continue to apply to the replaced parts.

Metalunic's liability arising from the sale or supply of its siding, of its installation or use, whether based on a guarantee, a contract or an infraction is limited to the current purchase price of product corresponding to the affected part of the Distinction siding that is being replaced. Metalunic cannot be held responsible in any case for direct or indirect, secondary, incidental or special damages incurred by the customer or anyone in connection with the purchase, installation or use of the siding, or any other damage related to labour, or those resulting from a loss in the use of a building or the contents of building.

CLAIM PROCEDURES

1. To make a claim, the buyer must inform Metalunic of a defect in the product in writing within thirty (30) days of its discovery. Failing to notify within the prescribed time will result in the guarantee being cancelled.
2. The notice of claim must include a complete description of the defect in the product and it must be accompanied by the original proof of purchase, the date of appearance of the defect and supporting photos. The buyer or owner is responsible for keeping these documents. Corporate documents from the installer or distributor will not be taken into account.

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CLAIM PROCEDURES – continued

3. If, after inspecting the product considered defective, Metalunic determines that the claim is admissible under this guarantee, the eventual recourse will be left entirely at its discretion and will limit it to redoing the affected area with product or to replacing the defective parts as to provide a product performance in pro rata with the original guarantee.
4. All claims will be subject to prior investigation to determine their cause so as to assess the admissibility of the claim.

GUARANTEE EXEMPTION CLAUSES

1. Should the metal siding not be installed according to Metalunic 's instructions, the company disclaims any responsibility for the product sold.
2. Should the product be in direct contact with or splashed by water that passes through fittings or fixtures made of lead, copper or any other material not compatible with steel (i.e.: fascias, gutters, soffits, etc.).
3. Should the metal siding be exposed to conditions or circumstances that favour the development and condensation of corrosive fumes from inside the building.
4. Should the metal siding be without water drainage or subject to permanent condensation due to a lack of ventilation between the wall and the siding.
5. Should the metal siding be used as roofing.
6. Should the damage or failure be related to or result from siding fabrication or embossing operations or adjacent mouldings.
7. Should the storage guidelines have not been respected as indicated in the Installation Guide.
8. Should the metal siding be constantly exposed to aggressive and/or corrosive atmospheric conditions, no guarantee is applicable because the metal siding is not suitable for use in an aggressive environment.
9. Should the slope or angle of the installation of the metal siding not allow any possibility for water drainage.

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GUARANTEE EXEMPTION CLAUSES - continued

10. Should the metal siding be subjected to abnormal atmospheric conditions, which includes hail, falling ice, dust from high-pressure water, corrosive, or harmful chemicals (solid, liquid, or gaseous), fumes, ashes, cement dust, organic residues, animal excrement and airborne contaminants.
11. Should the metal siding have been in contact with wood that may not be dry, or rotten, or damp insulation or other corrosive products.
12. Should the metal siding have been damaged mechanically, chemically or in any other way during handling, shipping, transportation, storage on site or during installation.
13. Should the damage that might be caused to the customer be the result of a difference in the pre-painted finish of the coating on batches installed at different stages of the project and/or associated with distinct orders and/or the difference between existing batches and the batches of replacement siding following a claim on the guarantee.
14. Should the damage be due to the use of installation accessories not compatible with those of Métalunic.
15. Should the damage be the result of a landslide, structural defects, or any other cause not attributable to a defect inherent in the manufacture of Metalunic products.
16. Should the damage occur because of direct or indirect contact with the fastening elements.
17. Should the damage be attributable to exposure of the cut edges and/or the effect of stapling panels to the different types of mouldings and/or corrosion of the substrate and/or a defect in the steel substrate.
18. Should the damage be caused directly or indirectly by residual metal particles through the use of hot metal cutting or the use of circular tools.
19. Should the damage result from cases of Force Majeure or natural disasters (explosion, fire, riots and acts of war, tornados, earthquakes, or other external forces beyond the control of Metalunic).
20. Should the damage result from excessive screwing and fastening, irregularities in the straightness of the structure or the dilation or contraction of the siding system resulting from temperature variations.
21. Should the buyer/installer have omitted to advise Metalunic of a problem or defect with the product before the installation of 126 sq. ft. (a total of 2 boxes).

Métalunic reserves the right to cancel or modify this guarantee.

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IMPORTANT REMINDERS

1. Proper semi-annual (or more frequent) maintenance/cleaning is required using a fresh (tap) water rinse to avoid salt residue and/or dirt accumulation, otherwise the guarantee might be cancelled. *Refer to the Maintenance Guide.*
2. Before any installation, the customer is responsible for inspecting the product shipped by the seller in order to minimize the costs of repairing, painting and/or replacing defective parts.
3. When a panel must be cut, it is important to apply Metalunic's touch-up paint to the cuts. In the case of scratches, dab lightly with paint. Refer to the Installation Guide.
4. It is important to note that from one batch of orders to another, the colours may vary slightly. This does not change the paint quality of the siding in any way. To minimize the risk of colour variations, when purchasing, an order must be complete. (Clause #14.)
5. The protective film should only be removed when the siding has been stored in a dry, temperate, and ventilated place for 24 to 48 hours. It is also important to only remove the film if the siding's temperature is more than 0 °C. *Refer to the Installation Guide.*
6. When aligning panels at corners: For a more aesthetic look, rows of Distinction panels should be at the same level on both sides of a wall's corners. Use a carpenter's square or level to ensure panels are at the same height. A periodic check, after the installation of 4 or 5 rows on each side, will ensure that the panels are still at the desired height. *Refer to the Installation Guide.*
7. it is important to follow certain storage guidelines: store the product indoors in a dry, temperate, and ventilated area until installation. *Refer to the Installation Guide.*