

# POLYURETHANE Prepaint Warranty



## 30 Year Limited Polyurethane Prepaint Warranty

*This warranty applies to Products installed on buildings within Canada, the Continental United States (excluding Hawaii) and Alaska.*

Subject to the terms, conditions, limitations and exclusions herein, Vicwest Building Products, a division of Kingspan. ("VICWEST"), hereby warrants to the purchaser of the roll-formed steel panels coated with Polyurethane Prepaint (the "Product"), or in the event that the purchaser is in the business of reselling the Product, to the end user or the owner of any structure in which the Product is used (herein collectively referred to as the "Customer") that the Product shall be free from all defects of workmanship caused in the course of manufacturing. VICWEST also warrants to the Customer that when the Product is used within Canada or the U.S.A (excluding Hawaii) under Normal Conditions (as described below), the Product shall perform as follows:

### **i. For all Polyurethane prepaint colours (QC7500)**

The Product will not chip, crack, peel or otherwise lose adhesion for a period of t h i r t y (30) years following the original date of purchase of the Product. VICWEST also warrants to the Customer that when the Product is used within Canada or the U.S.A (excluding Hawaii) under Normal Conditions (as described below), in both vertical and non-vertical applications, that for a period of twenty-five (25) years from installation or twenty-five and one-half (25.5) years following the original date of **purchase of the Product the degree of colour fade and surface chalk of the Product shall be in accordance with the Performance Criteria (as described below).**

Minute fracturing, which may occur in the proper fabrication of the Product, is not a covered warranty condition. Failure due to substrate corrosion is not a covered warranty condition.

The Customer shall inspect the Product prior to installation so as to mitigate expenses involved in repairing, refinishing, repainting or replacing defective Products. VICWEST'S liability under this Limited Warranty shall not exceed the Customer's liability, if any, and is strictly limited to the direct cost of repairing, refinishing, repainting or replacing the failed Product to a maximum of the original purchase cost of the Product.

The liability of VICWEST for Product replacement excludes all installation and other associated material costs. Repairing, refinishing, repainting or replacing of failed Product shall be performed by a qualified contractor using standard practices and materials and VICWEST reserves the right to select, approve and negotiate all repairing, refinishing, repainting or replacement contracts. VICWEST, or a qualified third party selected by VICWEST, will, in all instances, be the sole judge as to whether repairing, refinishing, repainting or supply of new material for failed areas is required to fulfill the obligations of VICWEST under this Limited Warranty. The responsibility for selection of suitable long-lasting fasteners for attachment of the Product in exposed fastener applications rests solely with the Customer.

The Limited Warranty period shall not be extended by any repairing, refinishing, repainting or replacement of the Product, but the remaining warranty period shall continue in effect and be applicable to the repaired, refinished, repainted or replaced areas under the terms and conditions of this Limited Warranty.

This Limited Warranty constitutes the exclusive remedy of the Customer for any defects or deficiencies in the Product. Except for this Limited Warranty, VICWEST makes NO WARRANTIES, GUARANTEES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT WHETHER UNDER COMMON LAW, STATUTE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY

GENERAL OR PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY VICWEST TO THE FULLEST EXTENT PERMITTED BY LAW. The liability of VICWEST arising out of the sale or supply of the Product or its installation or use, whether based on warranty, contract, tort or otherwise and whether or not arising as a result of negligence or gross negligence of VICWEST shall not exceed the then current purchase price for that portion of the Product which is being repaired, refinished, repainted or replaced. In no event shall VICWEST be liable for any indirect, incidental, consequential or special damages sustained by the Customer or any other person in connection with the purchase, installation or use of the Product.

Claims under this Limited Warranty must be presented to VICWEST in writing during the warranty period and within thirty (30) days after the Customer becomes aware that any warranted condition has occurred. Time is of the essence and failure to give notice within the specified time shall discharge VICWEST from all warranty obligations. The Customer shall include in all warranty claims adequate identification of materials involved in the claim, including the original invoice, original shipping document or such other sufficient documentation as may be reasonably required by VICWEST. VICWEST, and any agent, employee, representative or contractor of VICWEST, must be given reasonable opportunity to conduct an on-site inspection in order to determine the cause of the Product failure, if any, and the corrective action to be taken, if any.

This Limited Warranty is extended to the Customer alone, is non-transferable and non-assignable and may not be modified or enlarged in its scope by any representative, salesman, agent, or other employee of VICWEST, the Customer or any other person whatsoever. The Customer shall not permit anyone to claim or imply that this Limited Warranty extends to anyone other than the Customer. These conditions are material terms of this Limited Warranty and any violation by the Customer or its agents or representatives shall release VICWEST from its obligations hereunder. This Limited Warranty shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the laws of the U.S.A.

## PERFORMANCE CRITERIA:

### All Polyurethane prepaint colours (QC7500)

#### **SIDEWALL PANELS** (for 25 years from installation or 25.5 years from the date of purchase):

- a. WILL NOT chalk in excess of number eight (#8) rating as determined by ASTM D4214 Method D659;
- b. WILL NOT change colour more than five (5.0) Hunter  $\Delta E$  units as determined by ASTM Method D-2244. Colour change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. It is understood that fading or colour changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

#### **ROOFING PANELS** (for 25 years from installation or 25.5 years from the date of purchase):

- a. WILL NOT chalk in excess of number six (#6) rating as determined by ASTM D4214 Method D659;
- b. WILL NOT change colour more than eight (8.0) Hunter  $\Delta E$  units as determined by ASTM D-2244-93. Colour change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. It is understood that fading or colour changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

## NORMAL CONDITIONS:

This Limited Warranty applies to the Product exposed to normal atmospheric conditions and excludes corrosive or aggressive atmospheres such as contamination due to chemical fumes or salt spray, standing water, contact by or exposure to animals or animal waste, or poorly ventilated applications.

## OTHER TERMS, CONDITIONS AND LIMITATIONS:

Defects, damage or failure due to exposed/cut edge corrosion is specifically excluded. This Warranty does not apply where Product defect, damage or failure is the result of: improper installation; skylights; improper application of snow guards; ice damming or snow, ice or other debris removal or shedding; acts of God, terrorism or Acts of War; wind-borne or falling objects; fire, explosions, vandalism, floods; any negligent or accidental acts of the property owner, household occupants, installers or repairmen; improper packaging, storage, shipping, transit, processing, or installation which prohibit proper drainage of standing water or results in condensation; hail damage or damage as a result of unusual weather conditions; pre-existing conditions; settling or failure of the structure including but not limited to its rafters, trusses, walls, sheathing or chimneys; exposure to mold or other harmful gases, chemicals or toxins; neglect and improper acts including but not limited to repairs, alterations or additions; contact with or exposure to other types of metals or damp or pressure treated lumber; the use of high pressure washing systems or other aggressive cleaning methods; the installation and/or use of antennas, satellite dishes, air conditioning units, awnings, solar or hot water roofing systems or other items on the roof not specifically approved for use by Vicwest; minor colour differences; dirt or mildew accumulation; change in building use or alterations to the building after installation; use of trims, flashings or accessories by other manufacturers; improperly designed or installed gutter or downspout systems; corrosion on the reverse side of the Product caused by insufficient insulation or ventilation (including vapour barriers); or other such conditions whatsoever beyond the control of Vicwest. Defects or damage to the painted finish of the Product after delivery resulting from handling, improper storage or installation, alteration or modification of the Product in a manner not originally intended, prolonged moisture contact or contact with corrosives and/or similar materials are not covered by this Warranty. Damage to the Product caused directly or indirectly by contact with fasteners or caused by steel shavings or minute particles from sawing sparks that come into contact with the Product's finish is not covered by this Warranty.

***Vicwest Building Products, a division of Kingspan.***

***October, 2016***

