



Metal Slate Shingle (SMP) 50 Year Limited Conditional Warranty

**Issued solely and directly to: Customer Name
Contact Name
Customer Address
City, Province, Postal Code
Phone Number**

Steel Canada Roofing and Siding (hereinafter called "**SCRS**") extends the following limited warranty (hereinafter the "**limited warranty**") to its direct customer named above (hereinafter called "**Customer**"). This warranty is solely for the benefit of Customer, but is transferable subject to all of the terms and conditions, including the exclusions and limitations, contained in this limited warranty. SCRS must be informed by Customer, in writing, within 30 days of Customer's sale of the property covered by this limited warranty, of the sale of such property and SCRS must be provided with the name and current contact information of the new owner. This warranty covers Galvanized and 55% Aluminum-Zinc Alloy coated steel substrates coated with silicon modified polyester (SMP) paint by the coil coating process (hereinafter called the "**Product**"). SCRS reserves the right to terminate this warranty at any time upon advance written notice, except with respect to any Product which has already been processed or installed.

LIMITED WARRANTY

Subject to all of the terms and conditions, including the exclusions and limitations, contained in this limited warranty, and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant, promise, and agree as follows, and SCRS warrants the following for a period of 50 years after installation:

MANUFACTURING DEFECTS

The Product is free of manufacturing defects in material and manufacturing workmanship.

HAZARDS

- a) Hail: The Product will resist perforation and retain film integrity from hailstones measuring up to 2-inch (50mm) diameter (as reported by an independent weather source).
- b) Wind: The Product will resist wind uplift in velocities up to 120 miles per hour when installed in accordance with SCRS's recommended installation procedure.
- c) Fire: The Product will not support or withstand combustion.

Subject to all of the terms and conditions, including the exclusions and limitations, contained in this limited warranty, SCRS warrants that the paint on the installed Product will not:

- (1) Crack, flake or peel (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation for a period of 50 years after installation. Slight crazing or cracking, which may occur during fabrication of the building parts, and spangle cracking are not covered under this limited warranty.

(2) (a) On non-vertical applications, change color more than six (6) Hunter delta-E units during years one through ten after installation, and not change more than eight (8) Hunter delta-E units during years eleven through thirty after installation, as determined by ASTM method D-2244-02 and only on clean surfaces after removing surface deposits and chalk per ASTM D-3964. There shall be no color change warranty on applications beyond 30 years after installation.

(b) On vertical applications, change color more than five (5) Hunter delta-E units during years one through ten after installation, and not change more than seven (7) Hunter delta-E units during years eleven through thirty after installation, as determined by ASTM method D-2244-02 and only on clean surfaces after removing surface deposits and chalk per ASTM D-3964. There shall be no color change warranty on applications beyond 30 years after installation.

(For the purposes of Sections 2(a) and 2(b), above, color 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. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and SCRS does not warrant that color changes will be uniform.)

(3) (a) On non-vertical applications, chalk in excess of number seven (7) during years one through ten after installation, and five (5) during years eleven through thirty after installation, when properly maintained, as defined by ASTM D-4214-98 method A D659. There shall be no chalk warranty on applications beyond 30 years after installation.

(b) On vertical applications, chalk in excess of number eight (8) during years one through ten after installation, and six (6) during years eleven through thirty after installation, when properly maintained, as defined by ASTM D-4214-98 method A D659. There shall be no chalk warranty on applications beyond 30 years after installation.

GENERAL TERMS AND CONDITIONS

This warranty is limited and is transferable, on the condition that Customer provides written notice to SCRS, within 30 days of Customer's sale of the property covered by this limited warranty, of the sale of such property and on the further condition that Customer provides SCRS with the name and current contact information of the new owner. Such written notice must comply with the terms of the Notification of Claim section set out herein.

The Customer's sole and exclusive remedy against SCRS will be repair or replacement of the defective Product, or a refund of the purchase price, at the sole option of SCRS. In no event will the original applicable warranty period be extended by a warranty claim. All valid claims against this Product will be covered, not including installation, to 100% of the original cost of the product, during years one through eight; 75% of the original cost of the product, during years nine through thirteen; and decreasing by increments of 10% (per year) on the previous year's depreciated value of the product from years fourteen through fifty.

In certain instances, after the Customer has submitted a timely warranty claim, SCRS may permit the Customer (or its designee) to recoat or replace the Product. In such a case, the Customer must submit an estimate for SCRS's approval, which approval may be given or withheld in SCRS's sole discretion. If SCRS chooses, it may negotiate a contract directly for the recoating or replacement. If any of the recoated or replaced coated metal fails, the Customer will make any claims against the party that performed the recoating or the supplier of the replacement materials and indemnify, defend, and hold harmless SCRS from any such claims.

THIS LIMITED WARRANTY IS SCRS'S SOLE AND EXCLUSIVE WARRANTY REGARDING THE PRODUCT AND IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OF QUALITY. ALL WARRANTIES OTHER THAN THIS LIMITED

WARRANTY (INCLUDING ALL IMPLIED WARRANTIES LISTED IN THE PREVIOUS SENTENCE) ARE EXPRESSLY EXCLUDED AND DISCLAIMED. TO THE EXTENT LOCAL LAW PROVIDES THAT ANY IMPLIED WARRANTIES MAY BE NOT EXCLUDED OR DISCLAIMED, THOSE WARRANTIES ARE LIMITED IN DURATION TO THE SHORTER OF (i) THE DURATION OF THE EXPRESS WARRANTY PROVIDED IN THIS LIMITED WARRANTY OR (ii) THE SHORTEST DURATION REQUIRED BY LOCAL LAW. IN NO CASE WILL SCRS BE LIABLE TO ANY PERSON OR ENTITY FOR PROPERTY DAMAGE OR PERSONAL INJURY IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, OR OTHERWISE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS TO THE BUILDING, CUSTOMER'S PROPERTY, OR ITS CONTENTS OR ANY OTHER LOSS, REGARDLESS OF THE CAUSE OF SUCH DAMAGE AND WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SCRS, EVEN IF SCRS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. SCRS'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE PURCHASE PRICE PAID TO SCRS FOR THE PRODUCT.

No representative, dealer, reseller, employee, installer or any other person is authorized to make, modify or change this limited warranty or make any other warranty, representation or promise on behalf of SCRS with respect to the Product. No term or condition other than those stated in this limited warranty and no agreement or understanding, whether oral or written, in any way purporting to modify or change this limited warranty will be binding on SCRS, unless made in writing and signed by the General Manager of SCRS.

The Customer will not permit its agents, representatives, customers, distributors, applicators, or contractors to claim, represent, or imply that this limited warranty extends to or is available to anyone other than the Customer. If the Customer decides to extend its own warranty to its customers regarding the Product, it will not use SCRS's name or trademarks and will not purport to "pass through" this limited warranty.

EXCLUSIONS AND LIMITATIONS

- (1) This limited warranty applies only to Product that is properly installed on buildings (as roofing or other panel on which no standing water accumulates, or as a vertical trim or sidewall panel of an architectural, commercial or pre-engineered building) within the Continental United States, Alaska, Canada and Mexico.
- (2) This limited warranty will be null and void unless the Product has been paid for in full.
- (3) This limited warranty does not cover Product that is embossed if the embossing process fractures the coating or steel substrate or otherwise adversely affects paint adhesion or film integrity.
- (4) This limited warranty does not apply to areas that are sheltered from rainfall, unless such areas are properly maintained, which proper maintenance includes doing a fresh water rinse at least twice per year.
- (5) This limited warranty does not apply in the event of deterioration to the Product caused directly or indirectly by contact with fasteners.
- (6) This limited warranty does not cover damage to Product that suffers from improper forming, fabrication, corrosion of the substrate or any other condition between the substrate and coating that causes coating degradation or delamination.
- (7) Product that is improperly installed or maintained is not covered by this limited warranty. The Product must not be cleaned with abrasive or chemical cleaners.
- (8) This limited warranty does not cover any Product located 1,320 or fewer feet from a salt-water environment.

- (9) This limited warranty does not cover damages or conditions resulting from circumstances beyond SCRS's control, including, without limitation, the following:
- a. Acts of God, falling objects, explosions, or fire;
 - b. Unusual or aggressive atmospheres such as those where the Product is exposed to or contaminated with chemical fumes or salt spray;
 - c. Standing or ponding water on the Product;
 - d. Significant differences in insulation below the Product;
 - e. Failure to store or install Product in a way that allows for adequate circulation;
 - f. Condensation or other contamination or damage attributable to improper shipping, packaging, handling, processing or installation;
 - g. Failures or damage resulting from edge corrosion;
 - h. Scratching or abrading during or after installation;
 - i. Prolonged contact with vegetation, dirt or gravel;
 - j. Sustained exposure to animals or animal waste;
 - k. Where the Product is in contact with, or subject to runoff from, lead, copper, pressure treated, green or wet lumber, or wet insulation;
 - l. Mishandling of the Product, including abuse, alteration, modification, improper use or storage; and
 - m. Damages or conditions at the point(s) where materials or items such as snow guards and solar panels are attached or adhered to the Product.

NOTE: If the Customer is uncertain whether an installation will be covered by this limited warranty, it should notify SCRS prior to design or implementation. SCRS can then evaluate the installation site and building type and provide specific warranty coverage in writing before installation. All decisions regarding the existence of conditions affecting this limited warranty will be made by SCRS in its sole discretion and such decisions will be final and binding on all parties.

NOTIFICATION OF CLAIM

The Customer must notify SCRS in writing within 30 days after discovery of any alleged condition giving rise to a claim. In making a claim, the Customer must supply valid documentation confirming that the product in question was supplied by SCRS. SCRS and its representatives must be allowed an opportunity to inspect and obtain a sample of such product. All decisions regarding the existence of conditions affecting this limited warranty will be made by SCRS in its sole discretion and will be final and binding on all parties. The party notifying SCRS of any defect or claim will reimburse all of SCRS's expenses incurred in connection with the investigation of a defect or claim if it is later determined that SCRS is not responsible for the problem underlying the defect or claim. In no event will the original warranty period set forth above be extended by a warranty claim.

To make a claim or obtain service under this limited warranty, the Customer must deliver the claim either personally or send by registered or certified mail, postage prepaid, return receipt requested to:

Steel Canada Roofing and Siding Limited

355 Traders Boulevard East
Mississauga, Ontario, Canada
L4Z 2E5

EFFECTIVE DATE

This limited warranty applies only to Product purchased and installed after **April 1, 2019**.

TERMINATION

SCRS may terminate or modify this limited warranty at any time upon 30 days advance written notice, except with respect to any Product that has already been shipped to the Customer.

APPLICABLE LAW AND SEVERABILITY

This limited warranty shall be deemed to have been made, executed, and delivered in Canada and shall be governed by, enforced, and interpreted exclusively in accordance with applicable Canadian law and the laws of the Province of Ontario, without regard to any conflict or choice of law principles. This limited warranty and any sales of the product by SCRS to the Customer shall be interpreted, governed and enforced in accordance with Canadian law and the laws of the Province of Ontario. The authorities and Courts of the Province of Ontario shall have exclusive jurisdiction over such disputes, especially with respect to matters of validity, execution interpretation, enforcement or compliance. The parties hereby consent to service, jurisdiction, and venue of such authorities and courts and waive any other venue to which they might be entitled by virtue of domicile, habitual residence or otherwise. The Customer agrees that any finding made by a court or arbitrator pursuant to this section shall be given full faith and recognition in its resident country or in any other Non-Canadian jurisdiction. Each party shall be responsible for its own attorneys' fees and costs. If any term is held to be illegal or unenforceable, it shall be severed from this limited warranty and the legality or enforceability of the remaining terms shall not be affected.

GENERAL – COUNTERPARTS AND ENTIRE AGREEMENT

This limited warranty may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any such executed counterpart may be delivered by email in PDF format and will be deemed to be an original document. This limited warranty constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

AGREEMENT OF LIMITED WARRANTY

Customer

Steel Canada Roofing and Siding Limited

By:

By:

Print name: _____

Print name: _____

Title: _____

Title: _____