

# OMNI Series Warranty

Everlast Metals, Lebanon, PA, hereinafter referred to as "Everlast" or "Seller," warrants that within the continental United States under normal outdoor weather and atmospheric conditions (which term excludes corrosive or aggressive atmospheres including, but not limited to those contaminated with chemical fumes or salt spray) will not cause the exterior side paint on its prepainted Everlast™ II and Everdrain™ OMNI Series product to:

## PAINT LIMITED WARRANTY

1. Crack, check, or peel (lose adhesion) for fifty (50) years;
2. Chalk in excess of a numerical rating of eight (8) for vertical siding panels or a numerical rating of six (6) for roofing and non-vertical siding panels for a period of thirty-five (35) years when measured in accordance with the standard procedure specified in ASTM D-4214 (latest). NOTE: Chalk refers to the formation of loose, removable powder evolved from the coating itself upon breakdown of its resin or binder. The test merely utilizes dark or light colored felt rubbed against the surface to pick up a measurable amount of the chalk - which is then compared to a standard. On a scale of 10 (best) to 0 (worst), a rating of eight is considered a moderate amount of chalk, while a rating of two would represent extreme chalk;
3. Fade or change in color in excess of five (5) units of color difference (Hunter E units) for vertical siding panels or in excess of seven (7) units of color difference (Hunter E units) for roofing and non-vertical siding panels for a period of thirty-five (35) years when measured in accordance with the standard procedure specified in ASTM D-2244 (latest) paragraph 4.3 on a washed test area. NOTE: Most coated surfaces, when exposed to the sun, will fade to some degree over a period of time. Five Hunter E units is a noticeable, but not usually objectionable, degree of color change. Colors may also darken or change hue rather than fade, particularly on exposure in polluted environments. The Hunter E units are intended to apply to color change in either direction in comparison with the original or unexposed color. It is understood that fading or color change may not be uniform if the surfaces are not equally exposed to the sun and elements. For purposes of determining whether an exposed coated panel meets the standards set forth in above paragraph, all chalk, dirt and other film deposits on the area of the panel to be tested for color must be removed by washing prior to evaluation. To wash test area, use a pad of 28/24 mesh cheesecloth and distilled water with mild soap or detergent cleaner. Wet the cheesecloth thoroughly with the solution and rub it, using moderate hand pressure, over an area of panel approximately 4" x 4". Care must be taken to avoid any scratching, burnishing or other physical alteration of the coating surface. After washing as described above, flush off the test area with distilled water and allow to air dry in a vertical position; and
4. Exhibit accumulations of red rust caused by acid rain for a period of fifteen (15) years. Quantities that result in discoloration clearly visible in casual observation, except that this provision shall not apply to any accumulation of red rust which occurs within one-half inch of any portion of the coated surface which is cut or penetrated at any time after application of the pretreatment and paint system to the substrate;

## PERFORMANCE LIMITED WARRANTY

1. Leak as a result of perforation by red rust or corrosion caused by acid rain of OMNI Series painted panels for fifty (50) years, except that this provision shall not apply to any perforation which occurs within three-quarters of an inch of any portion of the coated surface which is cut or penetrated at any time after application of the paint system to the substrate. This limited warranty applies only to leaks resulting from perforations caused by rust or corrosion which is established to the reasonable satisfaction of Seller to have been caused by acid rain. Any other losses, damage or expenses, whether direct, incidental or consequential, caused by acid rain or any other corrosive or aggressive atmosphere, such as those contaminated with chemical fumes or salt spray, are excluded from this Limited Warranty.

## TERMS AND CONDITIONS

**1. LIMITATIONS RELATING TO INSTALLATION AND MAINTENANCE:** No warranty shall apply to:

- a) Roofing having a pitch of less than 2:12;
- b) Roofing or siding panels applied without protection over lumber which has been treated with preservatives or fire resistant salts, regardless whether such treatments are occasioned knowingly or without the knowledge of the buyer, the owner, or any other party. This exclusion includes, but is not limited to, lumber which has been treated with ACQ (Alkaline Copper Quaternary), CA (Copper Azole), CBA (Copper Boron Azole), pentachlorophenol, CCA (Chromated Copper Arsenate) salts, creosote, fluor-chrome arsenate phenol, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in this exclusion shall be defined as any barrier which prevents the transfer of moisture and salts between the treated lumber and Everlast's roofing and siding material;
- c) Products with improper or insufficient insulation between any dissimilar metals, the ground, animal wastes, decaying materials or wet absorptive materials;
- d) Material that has not been inspected by buyer prior to installation to mitigate expense involved in repairing, repainting, or replacing defective sheets;
- e) Any panels, including the underside of overhangs, that have not been cleaned on a regular basis and at least annually. Vegetation must be kept cleared away from contacting the panels. Product must not be cleaned with an abrasive or chemical cleaner. Dirt or gravel must be kept away from the panels. Anything that would cause prolonged contact with moisture must be cleared away from the panels;
- f) Mechanical, chemical, or other damage sustained during shipment, storage, or during or after erection;
- g) Damage resulting from failure to provide free drainage of water, including internal condensation, from overlaps and all other surface of the sheets or panels;
- h) Damage resulting from failure to remove debris from overlaps and all other surfaces of the sheets or panels;
- i) Deterioration of the panels caused by contact with green or wet lumber or wet storage stains caused by water damage or condensation;
- j) Damage caused by presence of damp insulation or other corrosive materials in contact with or close proximity to the panel;
- k) Deterioration to the panels caused directly or indirectly by panel contact with fasteners. Selection of suitable long-life fasteners to be used with Omni Painted roofing and siding panels rests solely with the buyer; and/or
- l) Any aspect of the product if it is not installed within one month from the date of shipment of the panels from Seller's manufacturing plant.

**2. LIMITATIONS RELATING TO ATMOSPHERIC CONDITIONS:** This Limited Warranty DOES NOT APPLY to sheets exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:

- a) Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animals, or animal waste;
- b) Areas within 1,500 feet of a salt water marine environment or subject to constant spraying of either salt or fresh water;
- c) Areas subject to water run-off from lead or copper flashing or areas in metallic contact with lead or copper;
- d) Conditions/circumstances where corrosive fumes or condensates or other internal contaminants are generated or released inside the building including but not limited to contamination created by improper ventilation (whether resulting from design or operational defects) or improper housekeeping as defined by current Midwest Plan Service publications;

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- e) Panels erected outside the continental United States; and/or  
f) Panels which are exposed to any other abnormal weather and/or atmospheric conditions.

**3. LIMITATIONS DUE TO NON-PERFORMANCE:** Everlast shall have no obligations under this Limited Warranty:

- a) If Everlast did not receive payment in full for the materials furnished before any covered defect manifested; and/or  
b) If the supplier and/or applicator of the paint coating applied to the Everlast panels can no longer fully perform its obligations under the coating system warranties made by such supplier or applicator to Everlast.

**4. OTHER LIMITATIONS:** This Limited Warranty does not apply to defects or failures which arise out of any of the following:

- a) The formation of rust on the panel edges less than one-half inch from any portion of the coated surface which is cut or penetrated at any time after application of the pretreatment and paint system to the substrate;  
b) Acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, radiation, harmful gases, harmful fumes, salt atmosphere or standing water due to failure to provide adequate slope and drainage;  
c) Failure to properly insulate panels from copper, lead, and other metals that are dissimilar to the panels;  
d) Contact or close proximity with damp insulation, debris, soil, vegetation, animal waste, decaying materials, wet absorptive materials, concrete or other foreign or corrosive materials;  
e) Use in manner not intended;  
f) Improper storage or handling, including but not limited to damage from condensation on the panels attributable to improper handling.;  
g) Failure of the metal substrate;  
h) Minute fracturing which may occur in proper fabrication of the building parts;  
i) Discontinuities in the paint film as a result of damage during installation or use of the building e.g. scratches;  
j) Design flaws that would result in moisture (water) or other foreign materials to accumulate resulting in excessive exposure to moisture or foreign material;  
k) Tension-bend staining, which is a cosmetic issue that does not affect the long-term corrosion protection of the OMNI Series under normal atmospheric conditions. As a result, tension-bend stains, although cosmetically noticeable on light colored paint, do not degrade the structural integrity of the roll-formed panel.

**5. NOTICE REQUIREMENTS:**

- a) Any claim under this warranty shall addressed to the Warranty Department and mailed to Seller at the address for its corporate office that is identified on its website, which is currently 10 Enterprise Court, Lebanon, PA, 17042-8206.  
b) 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 containing the information identified in Section 5(c) of this Limited Warranty is received by Seller within 30 days after discovery of the defect and within the applicable Limited Warranty period. Seller shall be given reasonable opportunity to investigate all claims, and no products shall be returned to Seller without Seller's inspection and approval and receipt by Buyer of written shipping instructions from Seller.  
c) To be effective, Buyer's notice of claim shall include such records as may enable Seller to establish the Everlast invoice number, date of shipment by Everlast, name of distributor or Lumberyard from which the materials were purchased, and the date of installation of panels. 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 Limited Warranty stated herein, including without limitation photographs showing the issue.

**6. EXCLUSIVITY OF WARRANTIES:** THE EXPRESS: LIMITED WARRANTIES AND REMEDIES STATED HEREIN ARE THE EXCLUSIVE REPRESENTATIONS, WARRANTIES, AND

REMEDIES APPLICABLE TO THE PRODUCTS. ALL IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING ANY IMPLIED REPRESENTATIONS OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DENIED AND EXCLUDED. YOUR RIGHTS MAY VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. CHECK YOUR OWN STATE LAW FOR ADDITIONAL RIGHTS.

**7. EXCLUSIVITY OF REMEDY AND DISCLAIMER OF DAMAGES:**

- a) If it is determined to Seller's reasonable satisfaction, upon inspection, that the product fails to perform as warranted herein, Seller shall have the right, at its option, to either repair, repaint or replace the defective product utilizing normal materials, methods and workmanship or refund Buyer the price paid for the material as are needed to fulfill the original limited performance warranty but without extension of the duration thereof. Seller's liability and Buyer's exclusive remedy under this Limited Warranty shall be limited to repair, repainting, replacement or refund as Seller may elect. In fulfillment of its limited warranty, Seller shall in no event be liable to incur costs which exceed Seller's price for the defective sheet. In the event that Seller provides replacement product or a refund of the purchase price, Seller shall not be liable for any labor costs, including any labor costs associated with removing, replacing, or installing product.  
b) Except as expressly provided herein, Everlast shall not be liable for any losses, damage or expense, whether direct, incidental or consequential, or for loss of use, revenues or profits, and Buyer hereby WAIVES all remedies not expressly provided herein.  
c) THIS WAIVER OF DAMAGES APPLIES TO ANY CLAIM OF ANY WARRANTY CLAIM THAT MAY APPLY TO YOUR PURCHASE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL. Some states do not allow the exclusion or limitation of consequential damages, so the above limitation or exclusion may not apply to you. Check your own state law for additional rights.

**8. NON-TRANSFERABILITY OF WARRANTY:** This limited warranty is extended to Buyer as the original purchaser from Seller and is non-transferable and non-assignable. No rights against Seller shall be created by any transfer or assignment, nor shall any rights against Seller survive any transfer or assignment. Buyer or its agents or representatives shall not claim, represent or imply nor permit its customers, distributors, applicators or contractors to claim, represent or imply that this limited warranty extends or is available to parties other than Buyer, and to the limit of its legal right to do so Buyer shall cause any party to cease and desist of any such misrepresentation. This condition shall constitute a material term of this limited warranty and its violation by Buyer shall excuse Seller from its obligations hereunder. Notwithstanding the foregoing, if the original Buyer is a natural person (i.e. not a corporation, partnership, association, or other such entity), this Limited Warranty may be transferred once to a new buyer of the property where the product was originally installed, provided that subsequent buyer is also a natural person and that such transfer occurs within 10 years of the original installation. In the event of an applicable transfer, all terms of this Limited Warranty shall continue to apply to the new purchaser for the original duration of the Limited Warranty without extension as a result of the transfer. In the event of a second transfer of the property where the product was originally installed, this Limited Warranty shall be void.

**9. TERMINATION:** Seller reserves the right to terminate this Limited Warranty except with respect to orders which it has already accepted upon the giving of written notice thereof.

**10. MERGER:** Oral statements made by Seller's representatives and written descriptions of the products appearing elsewhere than on the face hereof are not representations or warranties by Seller and shall not be relied upon by Buyer. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modification hereof, to be effective, shall be in writing, shall expressly refer to this limited warranty, and shall be signed by an authorized representative of Seller.

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