



Silicone Modified Polyester (SMP) 40 Year Limited Conditional Warranty

Issued solely and directly to: **Customer Name**
Contact Name
Customer Address
City, State Zip
Phone

Cascadia Metals, Ltd. (hereinafter called Cascadia) extends the following Limited Warranty to our direct Customer named above (hereinafter called Customer). This warranty is solely for the benefit of the direct Cascadia customer and is NOT TRANSFERRABLE OR ASSIGNABLE to any other party without obtaining the express written permission from Cascadia. 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).

Cascadia 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 by the Customer.

LIMITED WARRANTY

Subject to all of the terms and conditions, including the exclusions and limitations, contained in this limited warranty, Cascadia 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 **40** 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) On non-vertical applications, change color more than six (**6**) Hunter delta-E units during years one through ten after installation, and eight (**8**) 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. No color change warranty on applications beyond 30 years after installation.

On vertical applications, change color more than five (**5**) Hunter delta-E units during years one through ten after installation, and seven (**7**) 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. No color change warranty on applications beyond 30 years after installation.

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 Cascadia does not warrant that color changes will be uniform.



- (3) 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. No chalk warranty on applications beyond 30 years after installation.

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. No chalk warranty on applications beyond 30 years after installation.

GENERAL TERMS AND CONDITIONS

This warranty is limited and is non-transferable. The Customer's sole and exclusive remedy against Cascadia will be repair or replacement of the defective Product, or a refund the purchase price, at the sole option of Cascadia. 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) of the original cost of the product from years fourteen through forty.

In certain instances, after the Customer has submitted a timely warranty claim, Cascadia **may** permit the Customer (or its designee) to recoat or replace the Product. In such a case, the Customer must submit an estimate for Cascadia's approval, which approval may be given or withheld in Cascadia's sole discretion. If Cascadia 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 did the recoating or the supplier of the replacement materials.

THIS LIMITED WARRANTY IS CASCADIA'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 CASCADIA 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 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 CASCADIA, EVEN IF CASCADIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. CASCADIA'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE PURCHASE PRICE PAID TO CASCADIA FOR THE PRODUCT IN QUESTION.



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 Cascadia 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 Cascadia, unless made in writing and signed by the General Manager of Cascadia.

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 Cascadia'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 applies only to the undersigned Customer and is not transferable and not assignable to any other person or entity. This limited warranty will not inure to the benefit of any other party and, if Customer is an entity, will terminate automatically upon any change of control of the Customer.
- (3) This limited warranty will be null and void unless the Product has been paid for in full.
- (4) 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.
- (5) 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.
- (6) This limited warranty does not apply in the event of deterioration to the Product caused directly or indirectly by contact with fasteners.
- (7) 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.
- (8) 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.
- (9) This limited warranty does not cover any Product located 1,320 or fewer feet from a salt-water environment.
- (10) This limited warranty does not cover damages or conditions resulting from circumstances beyond

Cascadia'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, it should notify Cascadia prior to design or implementation. Cascadia 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 Cascadia and will be final and binding on all parties.

NOTIFICATION OF CLAIM

The Customer must notify Cascadia in writing within 30 days after discovery of any alleged condition giving rise to a claim. In making a claim, the Customer must supply documentation that the product in question was supplied by Cascadia. Cascadia and its representatives must be allowed an opportunity to inspect and obtain a sample of the Product. All decisions regarding the existence of conditions affecting this limited warranty will be made by Cascadia and will be final and binding on all parties. The party notifying Cascadia of any defect or claim will reimburse all of Cascadia's expenses incurred in connection with the investigation of a defect or claim if it is later determined that Cascadia 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 **Cascadia Metals Ltd., Attention: Warranty Claims Representative, 7630 Berg Rd., Delta, British Columbia, Canada V4G 1G4.**

EFFECTIVE DATE

This limited warranty applies only to Product purchased and installed after **February 1, 2015.**



**CASCADIA
METALS LTD.**

TERMINATION

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

DISPUTE RESOLUTION AND CHOICE OF LAW

This limited warranty will be interpreted exclusively under the laws of the Providence of British Columbia, without regard to any conflict or choice of law principles.

AGREEMENT OF WARRANTY

Customer

By: _____

Print name: _____

Title: _____

Cascadia Metals, Ltd.

By: _____

Print name: _____

Title: _____

APPLICABLE LAW

This agreement shall be deemed to have been made, executed, and delivered in Canada and shall be governed by and enforced in accordance with Canadian law and the laws of the Providence of British Columbia. This agreement and any sales of the product by Cascadia Metals, Ltd. to the Customer shall be interpreted, governed and enforced in accordance with Canadian law and the laws of the Providence of British Columbia. Any disputes arising under or pursuant to the matters contemplated by this agreement, at Cascadia's election, shall be resolved by arbitration or legal process, in New Westminster, British Columbia. The authorities and Courts of the Providence of British Columbia 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.