

# **SILICON MODIFIED POLYESTER - SMP**

## **Limited Warranty**

### **SUBJECT OF WARRANTY**

Cascadia Metals Ltd. herein called "**Cascadia Metals**" extends the following Limited Warranty, to:

\_\_\_\_\_ herein called "**the Customer**" and / or

\_\_\_\_\_ herein called "**the Third Party**".

This warranty applies only to: order # \_\_\_\_\_ - \_\_\_\_\_ purchased on or about, DD / MM / YYYY

For clarity purposes in regards to this warranty, "the Customer" and "the Third Party" shall be construed as one in the same.

This warranty is solely for the benefit of the above named customer(s) and is NOT TRANSFERRABLE OR ASSIGNABLE to any other party without obtaining the express written permission from "Cascadia Metals".

"Cascadia Metals" 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".

### **WARRANTY**

"Cascadia Metals" warrants that the Silicon Modified Polyester colors sold on the above sales order, and which are to be installed in Continental North America shall not:

- a) - *Peel, Crack, Check, Blister or Chip*
- b) - *Chalk* more than eight (8) vertical units and seven (7) non-vertical units during years one through ten, and six (6) vertical units and five (5) non-vertical units during years eleven through twenty when measured per ASTM D 4214
- c) - *Fade* more than five (5) vertical NBS (hunter) units and six (6) non-vertical NBS (hunter) units during years one through ten and seven (7) vertical NBS (hunter) units and eight (8) non-vertical NBS (hunter) units during years eleven through twenty following field installation. Color measurements are to be made as per ASTM D 2244 and on only clean surfaces after removing surface deposits and chalk per ASTM D 3964.

If material failure occurs during the warranty period and "the customer" is obliged to refinish, or replace some or all, of the product, "Cascadia Metals" will:

- a) - Pay the reasonable cost to replace or refinish the defective sections. This determination which shall be based upon "Cascadia Metals" sole option, will be based upon an objective evaluation by "Cascadia Metals"; after considering the nature of the claim and inspecting the installation, and whether the defective sections may be refinished or must be replaced. If "the Customers" own warranty is less than replacement to any third party, then "Cascadia Metals" obligation shall be reduced accordingly.
- b) - "Cascadia Metals" total liability and customers sole remedy is expressly limited to "the Customers" purchase price at the original time of purchase. In no event shall "Cascadia Metals" be liable under any theory of recovery, whether based on negligence, strict liability, breach of contract, or tort, for any direct, indirect, special, punitive, incidental or consequential damages.
- c) - Any and all replacements qualifying under this warranty will be made by an installer approved by "Cascadia Metals".
- d) - All valid claims against this product will be covered to 100% of the original cost of the product, not including installation, during years one through eight. 80% of the original cost of the product, not including installation, during years nine through thirteen. and decreasing by increments of 10% (per year) of the original cost of the product, not including installation from years fourteen through twenty.

Except for the above referenced warranty, "Cascadia Metals" makes no other warranties or representations of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose or use, and none shall be implied by law except as otherwise agreed to by "Cascadia Metals."

### **DEFINITIONS**

**Abnormal Exposure Area:** - an area of corrosive exposure such as, but not limited to, exposure to salt water spray or exposure to, strong acidic or alkaline emissions, such as those in the vicinity of paper mills, fertilizer plants, aluminum processing plants, copper smelters and similar operations.

**Blister:** - those areas of the coating that are detached from the underlying substrate or intermediate layer.

**Chip:** - small areas of surface paint failure, as evidenced by coating not adhering, as opposed to physical damage as a result of bumping, nicking, crimping or banging.

**Crack:** - breaks in the flat coated surface resulting from exposure, as distinguished from those breaks in the film associated with metal forming or fabrication, as seen with the naked eye and which allow the film to be removed by taping.

**Peel:** - refers to pulling away or falling away of pieces of the coating, due to failure of the coating.

**Chalk Rating:** resistance level of material as per the PHYSICAL PROPERTIES GUIDE.

**Fade / Color Change Rating:** - Allowable levels of color change over the warranted life of the material. Measured after all contaminants have been removed from the surface in accordance with ASTM standards

**Check:** - means areas of surface paint failure, as evidenced by a flaw or imperfection in the coil.

**Elements:** - referring, but not limited, to: sunlight, rain, wind, snow, pollutants in the air, heat, UV rays, acid rain.

## **CONDITIONS**

All Silicon Modified Polyester colors supplied by "Cascadia Metals" are available to be warranted, however warranties only apply to the specific order they are assigned to.

Warranties must be requested from "Cascadia Metals" before material is processed and installed.

The warranty will not extend to, or cover:

- a) - damage to the product caused by incorrect storage of the coated metal prior to installation or improper packaging, handling, shipping, processing and/or installation; or
- b) - damage to the material which was created by incorrect forming, fabrication, cut edge exposure.
- c) - non processed material that has been in the possession of "the Customer" for a period longer than 1 year.

In addition to and without limiting to the other conditions of this warranty, all of the following specific conditions must be met:

- a) - the coated surface must be a surface on which no standing water accumulates on a commercial or private building;
- b) - the product must be formed and installed by a qualified installation company, approved by "Cascadia Metals" to do the work.

If product is on a surface located less than 500 feet from the ocean (salt water), maintenance will be performed by the building owners; including semi-annual sweet water (fresh tap water) rinse in accordance with AAMA 610.1-1979.

The product must never be cleaned with abrasive or chemical cleaners.

This warranty will not be applicable to damage or failure which is attributed to: improper maintenance, acts of God, falling objects, external forces, earthquake, explosions, fire, flood, riots, civil commotion's, acts of war, or other such similar or dissimilar occurrences beyond "Cascadia Metals" control.

This warranty does not cover problems directly or indirectly caused by having the material stored or installed in, on, around or near the vicinity of an *abnormal exposure area*.

## **CUSTOMER / THIRD PARTY CLAUSES**

In the event that this warranty is extended to a "Third Party", "The Customer" shall:

- a) - Inspect all materials prior to processing, to make certain that all products meet or exceed "the Customers" own fabrication requirements.
- b) - Customer shall maintain adequate records to identify the following: Third Party customer information, master coil numbers, original purchase order information, product identification, date of application and date of fabrication.
- c) - All records and or samples pertaining to this warranty are to be kept on file by "the Customer" for the warranty period applicable to the product, and in the event of a claim hereunder, "Cascadia Metals" shall have the right to inspect such records and samples.
- d) - All products which have been replaced, under this warranty may; at the discretion of "Cascadia Metals" become the property of "Cascadia Metals".

All the foregoing conditions constitute material terms of this warranty and violation by "the Customer" or its agents or representatives or "Third Party customers" of any one or more conditions shall release "Cascadia Metals" from its obligations hereunder.

## **MAKING A CLAIM**

All claims under the foregoing warranty must be made in writing, and **delivered by registered mail**, within 30 days after the inconsistency is discovered and before any repairs are made, to:

**Cascadia Metals Ltd.**  
7630 Berg Road  
Delta, British Columbia, Canada V4G 1G4  
*Attn: Warranty Claims Representative*

Any repairs made prior to or during the investigation period without "Cascadia Metals" written approval will be at the owners sole expense.

"Cascadia Metals" must be given reasonable opportunity to inspect the material claimed to be defective, "the Customer" has the responsibility for any video or still photos of the defective product for "Cascadia Metals" inspection, and to arrange inspection of the site where the material in question is located. Should the claim be found not covered under this warranty, "the Customer" shall reimburse all of "Cascadia Metals" and third party expenses incurred in connection with the investigation of the claim.

## **APPLICABLE LAW**

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

In the event that any one (1) or more of these articles or stipulations is not enforceable by law, that specific section shall be stricken from this warranty and the balance shall remain totally in tact and un-fractured.