



50 YEAR LIMITED WARRANTY SELECT SMP

1. METAL ROOFING SUPPLY (MRS) hereby warrants to the OWNER that subject to the provisions herein, SMP coating to aluminum coil, HDG steel coil or Zinc-Aluminum Alloy steel coil for building parts shall, for the term as listed below, meet the following standards:
 - A. For fifty (50) years from the date of installation, will not crack, check or peel (lose adhesion). However, the term "crack" as used herein shall not include minute fracturing of the product which may occur in proper fabrication procedures and is accepted as standard.
 - B. For twenty-five (25) years from the date of installation, will not chalk in excess of ASTM D-4214, Method A number eight (8) rating for vertical surfaces and six (6) for non-vertical surfaces.
 - C. For twenty-five (25) years from the date of installation, will not change color more than five (5) E units (NBS) for vertical surfaces and seven (7) for non-vertical surfaces as determined by ASTM method D-2244, Paragraph 63. 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 surface. It is understood that fading or color changes may not be uniform, if the surfaces are not equally exposed to the sun and elements.
2. If SMP coating or primer (herein called "products"), used as described herein, should fail to comply with the warranty stated herein, MRS will, after written notice of complaint received by MRS within the warranty period and within thirty days after discovery of the defect by the OWNER and demonstration that the failure was due to a breach of the warranty stated herein, repainting (using standard painting materials and practices), repair or replace, of any product showing such failure, or at MRS's option, refund of the purchase price of the defective product. The product repainted, replaced, repaired or otherwise restored shall be warranted to the same extent as the unexpired term of the original warranty, and this warranty shall not be deemed to have been extended from the date of such warranty work. At no time does this warranty confer upon the OWNER the right to refinish, replace or restore, without written notice and agreement by a duly authorized agent of MRS. Any unauthorized restoration, replacement or refinishing of the product shall result in this warranty becoming null and void. All labor costs to remove or replace defective material will be at the owner's expense.

3. This warranty applies only to product erected within the continental United States and Canada which have been exposed to normal weather and atmospheric conditions, and does not apply to failures or defects that are caused as a result of fire, other accidents or casualty, vandalism, radiation, falling objects, direct salt spray, standing water, explosions, harmful fumes and other foreign substances on the paint finish or in the atmosphere including animal waste products, mishandling or any other physical damage and any other circumstances or occurrences beyond MRS's control; including but not limited to: where materials such as snow guards and solar panels are attached/adhered to the product.
4. This warranty is restricted to failures resulting from normal weathering and does not include coating failures caused by scratches, scrapes or any other unnatural damage including improperly formed, fabricated or embossed material. This warranty does not cover damage or deterioration resulting from moisture contamination or entrapment or any other contamination detrimental to the coating which occurs prior to installation of the products, including, but not limited to, contamination occurring during shipment of the product or improper storage. This warranty does not include product failure due to substrate corrosion or defects in the metal substrate.
5. This warranty applies only to products manufactured by the CONTRACTOR within six (6) months from the date of shipment thereof by MRS.
6. MRS expressly precludes others from claiming, representing or implying that this warranty extends to or is available to anyone other than the original and first building owner. It is the responsibility of the OWNER to maintain such identification records for purposes of exercising the rights under this warranty throughout the duration of the warranty period. All claims must be submitted in writing to MRS within the warranty period and promptly after the discovery of the claimed defect, describing the defect claimed and referring to this warranty and date of issuance, together with the name of the CONTRACTOR and proof of purchase. This warranty is valid only after receipt of full payment for all warrantable material.
7. Except as provided herein, MRS makes no warranty or guarantee, express or implied, including without limitation warranties of fitness or merchantability, with respect to the products and MRS shall have no other liability to any other person, firm or corporation with respect thereto, including, without limitation, any liability for indirect, consequential or resultant damages, whether based upon breach of warranty or negligence.
8. The terms hereof shall constitute the entire agreement and understanding of the parties hereto respecting the subject matter hereof and no provision or statement contained at any time in any other writing, including, without limitation, customer's purchase orders or MRS's acceptance forms, shall be effective to change the provisions hereof, unless contained in a subsequent agreement in writing signed by both parties expressly stating that is intended thereby to modify or supplement this instrument.

06/20/2024