

Limitations:

1. The limited warranty shall extend from the date of installation of the *WeatherCote 2000* coated metal from a date six (6) months after application of the *WeatherCote 2000* on the metal, whichever occurs first. *WeatherCote 2000* coated metal that is later embossed is warranted provided the embossing process does not fracture the coating or metal or adversely affect paint adhesion or film integrity. Any corrosion or loss of adhesion as a result of the embossing process is not covered under this warranty.
2. This limited warranty only applies to *WeatherCote 2000* coated metal sold by PMC and applied to metal that is used and installed in the Continental United States, Alaska, Canada, and Mexico.
3. Non-uniform color changes that result from unequal exposure of roofing, sidewall or trim panels to sunlight and/or the elements are not covered by this warranty unless such color change meets the definition of Color Change above.
4. This limited warranty does not extend to, or cover:
 - Damage to *WeatherCote 2000* coated metal resulting from improper storage of the coated metal prior to installation (NCCA guidelines described in the series titled "How To Fabricate Pre-paint") or improper packaging, handling, shipping, processing and/or installation.
 - Damage to *WeatherCote 2000* coated metal which suffers from improper forming, fabrication, cut edge exposure, corrosion of the substrate or any other condition between the substrate and coating which causes coating degradation or delamination.
5. This limited warranty does not cover damage or failure of *WeatherCote 2000* coated metal in cases where damage or failure is attributable to acts of God, falling objects, external forces, explosions, fire, or other such similar occurrences beyond PMC's control.
6. Purchaser's sole and exclusive remedy, and PMC's liability under this limited warranty will be limited, at PMC's option, to recoating or replacing the metal coated with *WeatherCote 2000* claimed to be defective, including re-installation costs. In no event shall PMC be liable for any incidental, special, punitive or consequential damages. PMC must approve any recoating of the metal through submission of an estimate that includes the coating products to be used. Furthermore, PMC reserves the right to approve or negotiate the contract for such recoating if the initial estimate is deemed unacceptable. In no event will the original applicable warranty period set forth in the warranty table be extended by a warranty claim.
7. In the event of any subsequent failure of any recoated or replaced coated metal, Purchaser shall first make any claims against the supplier of those replacement materials.
8. This limited warranty is extended to Purchaser only and shall not inure to the benefit of any other party. PMC's name, trademark, or limited warranty shall not to be used in any warranty given by the Purchaser to their customers. This limited warranty is non-transferable and non-assignable by Purchaser, and Purchaser shall not permit their 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 Purchaser.
9. The applicable warranty period shall be limited to, and shall in no event extend beyond, the warranty period as set forth in the Warranty Table or the warranty period extended by the Purchaser to its customers, whichever is shorter.
10. PMC reserves the right to terminate this limited warranty at any time upon thirty (30) days advance written notice, except with respect to any *WeatherCote 2000* coated Metal which has already been shipped to Purchaser.
11. **EXCEPT AS SET FORTH HEREIN, PMC MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCT, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Miscellaneous:

1. All notices given under or pursuant to this Agreement shall be in writing and either personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, to the party to whom such notice is to be given as follows:

Pacific Metal Co.
 Attn: Warranty Control
 10700 S.W. Manhasset Drive
 Tualatin, OR 97062

2. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this limited warranty shall be binding on PMC unless made in writing and signed by its authorized representative.
3. Any disputes arising under or pursuant to the matters contemplated by this Agreement, at PMC's election, shall be resolved by arbitration or legal process governed by and interpreted in accordance with the laws of the State of California, and shall have exclusive jurisdiction over any such disputes, especially with respect to matters of validity, execution, interpretation, enforcement or compliance.

WeatherCote 2000 Siliconized Modified Polyester “Cool” Warranty Table

Type of Environment of Installation	Film Integrity (Years)	Color ΔE < 5.0 (Years)	Chalking > 8 Rating (Years)
Residential, Commercial and School – Buildings used for habitation, Distribution Centers, Hotels, Shopping Malls, Office Buildings Assembly Factories and Schools located in rural or residential areas.	20	20	20
Industrial – Steel mills, Power Generating Stations, Oil Fields, Oil Refineries, Ore Mines, Chemical Plants, Paper Mills or other unusual environmental exposure.	7	No Warranty	5
Marine – One mile to within 1320 feet (1/4 mile) of salt water.	10	10	10
Severe Marine – Closer than 1000 feet.	No Warranty	No Warranty	No Warranty
Notification Prior to Installation: In all cases that are uncertain, Customer should notify PMC of installations that are deemed potential Industrial and/or Marine environments prior to design implementation. PMC can then evaluate the installation site and provide specific warranty coverage before installation.			
PMC holds the right to determine the Environmental Location during a warranty investigation and may deem the specific warranty performance based upon close proximity to one of the severe environmental conditions noted above.			

Agreement of Warranty

_____ / _____ / _____ / _____
 Customer Representative Date PMC Representative Date

SAMPLE