

**Kynar® With Ocean Guard (PVDF) - 50 Year Limited Paint Warranty**

Nu-Ray Metal Products (hereinafter "NRM") warrants that the product listed above (hereinafter "product"), when purchased by a customer (hereinafter "Owner") and installed, will retain its film integrity, color and chalk, as defined below when exposed to normal atmospheric conditions as defined by the limitations below.

**WARRANTY:** Subject to the terms and conditions contained in this limited warranty, NRM warrants that:

1. The paint on the product will not, for a period of 50 years after installation in the United States and Canada:
  - a. Peel, check, chip, or crack to an extent that is apparent on ordinary outdoor visual observation when installed and properly maintained as described in this limited warranty. Slight crazing or cracking may occur on tightly roll-formed edges or brake bends at the time of forming.
2. The paint on the product will not, for a period of 20 years after installation in the United States and Canada:
  - a. Chalk in excess of ASTM D-4214-98 method A D659 number 8 rating, when installed and properly maintained as described in this limited warranty.
  - b. Fade or change color more than 5 Hunter delta-E units as determined by ASTM method D2244-02, paragraph 6.2.2. Color change is measured on an exposed painted surface that has been cleaned of surface soils and chalk. Color change may not be uniform on surfaces that are not equally exposed to the sun and elements and NRM does not warrant that color changes will be uniform between areas of unequal exposure.

**Registration Requirements:** This limited warranty is not valid until it is registered with NRM by filling out and submitting the warranty request form located on our website [www.nuraymetals.com](http://www.nuraymetals.com) within 60 days of the date of shipment by NRM.

**Exclusions and Limitations:**

1. This limited warranty applies only to product installed within the Continental United States, Alaska, and Canada.
2. This limited warranty applies only to metal roofing, metal siding, coil, flat sheets, and metal trims manufactured by NRM.
3. This limited warranty applies only to the Owner stated on this limited warranty. This warranty is transferable one (1) time only and must be done in writing within thirty (30) days of title transfer of building ownership. Failure to notify NRM within thirty days or transfer of ownership beyond one time will void this limited warranty.
4. This limited warranty does not cover industrial applications such as steel mills, power generating stations, oil fields, oil refineries, ore mines, chemical plants, paper mills, or other unusual environmental exposure. Customer is required to consult with NRM before any installation takes place on industrial applications and NRM reserves the right to determine on a case by case basis whether or not the products will be covered by this limited warranty.
5. This limited warranty does not cover products that have been perforated or embossed.
6. This limited warranty does not apply to areas that are sheltered from rainfall or do not receive normal rainfall.
7. This limited warranty does not apply to areas in which standing water accumulates.
8. This limited warranty does not apply in the event of deterioration to the product caused directly or indirectly by contact with fasteners including deterioration of product caused by galvanic corrosion.
9. This limited warranty does not apply to improperly installed or maintained products.
10. This warranty does not apply to products installed within 1500 or fewer feet of salt-water and/or marine environments not within NRM's "Puget Sound Exclusion".
  - a. 20 Year Puget Sound Exclusion

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- i. The paint on the product will not, for a period of 20 years after installation, Peel, check, chip, or crack to an extent that is apparent on ordinary outdoor visual observation when installed and maintained properly. For locations located from 0-1,500 feet of salt-water and defined as Mild Marine. The geographical area as defined as: Calm salt water near large natural harbors. No breaking surf. **For the area defined as the inner coastal areas of the Puget Sound, Washington as extending from Bellingham, WA to Olympia, WA and all inner coastal areas east of the line extending north to south connecting Anacortes, Oak Harbor and Port Townsend, WA.**
11. This product must not be cleaned with abrasive or chemical cleaners.
12. This limited warranty does not cover damages or conditions resulting from circumstances beyond NRM's control, including, without limitation, the following:
  - a. Acts of God, falling objects, explosions, external forces, or fire.
  - b. Unusual or aggressive atmospheres such as those where the product is exposed to or contaminated with harmful or corrosive chemicals or salt spray.
  - c. Fallout or exposure to corrosive fumes, ash or cement dust.
  - d. Condensation or other contamination or damage attributable to improper shipping, packaging, handling, processing or installation.
  - e. Scratching or abrading during or after installation.
  - f. Prolonged contact or removal of vegetation, dirt, or gravel.
  - g. Sustained exposure to animals or animal waste.
  - h. Where the product is in contact with, or subject to runoff from lead, copper, pressure treated, green or wet lumber, or wet insulation or other treated lumber (outdoor wood) or fire retardant impregnated or treated wood shakes.
  - i. Mishandling of the product, including abuse, alteration, modification, improper use or storage.
  - j. Damage from snow or ice removal.
  - k. Damage from aggressive pressure washing
  - l. Damage resulting from snow guards, solar panels or products adhered to the panels.

**Notification of claim; Right of NRM to inspect:** NRM must be notified within 30 days after discovery of any alleged condition giving rise to a claim, and NRM and its representatives must be allowed an opportunity to inspect and if required, obtain a sample of the product. All decision regarding the existence of conditions affecting this limited warranty will be made by NRM and will be final and binding on all parties. In no event will the original warranty period set forth be extended by a warranty claim.

To make a claim or obtain service under this limited warranty, the Owner must submit their claim via our website [www.nuraymetals.com](http://www.nuraymetals.com). Any documents required by NRM can be mailed to Nu-Ray Metal Products, attention Warranty Claims 1234 37<sup>th</sup> Street NW, Auburn, Washington 98001.

**Remedy:** NRM will repair, recoat, or replace the defective product or at the sole option of NRM, refund the purchase price of the materials for any defective product to the owner. This limited warranty does not cover labor or installation cost, only the original product. This is the owners sole and exclusive remedy against NRM. After the 30<sup>th</sup> year after shipment, NRM, at its sole option, will pay only a portion of the cost of repair or replacement of the defective product or refund only a portion of the purchase price, in each case, per the pro-ration table below.

Year after shipment	Maximum portion potentially paid
1 through 30	100%
31 through 35	85%
36 through 40	70%
41 through 45	55%
46 through 50	50%

**Installation Information:** The product must be installed to prevent standing water and condensation. No product may be installed on roof pitches less than ¼:12. Responsibility for proper product selection in relation to roof pitch rests solely with the Owner or product installer the owner chooses. Responsibility for

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selection of suitable long-lasting fasteners to be used with the product rests solely with the Owner or product installer the owner chooses. Although NRM may provide information to aid in selection of fasteners, the provision of such information by NRM will not constitute an endorsement or warranty of performance of the product with those fasteners under any conditions.

**Maintenance:** The product must regularly be washed, either by sweet or tap water or by cleaning with 1/3 cup of Tide® detergent or other common detergent containing less than 0.5% phosphate dissolved in one gallon of water. A clear water rinse should follow immediately. The product must not be cleaned with abrasive or chemical cleansers. Cleaning must include the underside of any panel overhang where the underside is exposed to the weather. Product should be washed/cleaned one time every two years. Documentation of cleanings/maintenance are required in the event of a warranty claim.

**General terms and conditions; Disclaimer of all other warranties:** This warranty is limited and only transferable one time from the original owner. The owner's sole and exclusive remedy against NRM will be repair or replacement of the defective product, or a refund of the original purchase price of the product paid to NRM, at the sole option of NRM. THIS LIMITED WARRANTY IS NRM'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 THE DURATION OF THE EXPRESS WARRANTY PROVIDED IN THIS LIMITED WARRANTY OR THE SHORTEST DURATION REQUIRED BY LOCAL LAW.

IN NO CASE WILL NRM 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 NRM, EVEN IF NRM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NRM'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE PURCHASE PRICE PAID TO NRM 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 NRM with respect to the product. No term or condition other than those stated in this limited warranty and no agreement or understanding, where oral or written, in any way purporting to modify or change this limited warranty will be binding on NRM, unless made in writing and signed by the President of NRM.

**Choice of law:** This limited warranty will be interpreted exclusively under the laws of the state of Washington.

*This warranty applies to products installed on or after August 1<sup>st</sup> 2016 (the warranty in effect at the time the material is originally installed is the applicable warranty.)*