



## Silicone Modified Polyester (SMP) 40 Year Limited Conditional Warranty

<b>Issued to:</b>	<b>Project Name</b>	<b>Customer Name</b>
	<b>Project Contact</b>	<b>Customer Contact</b>
	<b>Street Address</b>	<b>Street Address</b>
	<b>City, State Zip Code</b>	<b>City, State Zip Code</b>
	<b>Phone:</b>	<b>Phone:</b>

**Paint Color, Paint System, Sales Order #**

Cascadia Metals, Inc. (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.

### **DEFINITIONS.**

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, for a period of **40** years after installation:

- (1) Film integrity shall be defined as absence of crack, flake or peel (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Light crazing or cracking, which may occur during fabrication (roll-forming or brake bends) of building parts, and spangle cracking are not covered under this limited warranty.
- (2) Color change shall be defined as fade or change as warranted in delta E units calculated in accordance with ASTM standard D 2244 paragraph 6.2.2 CIEL \*a\*b\*, 10 degrees observer, specular included. Color change is measured on an exposed painted surface that has been cleaned of surface soils and chalk (per ASTM D3964) and then compared to corresponding values measured on the original or unexposed coated surface.
- (3) Chalk or oxidation shall be defined as a numerical rating as warranted when measured in accordance with the standard procedures specified by ASTM D-4214.

**This LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING EXCLUSIONS AND LIMITATIONS. All of the following exclusions and limitations constitute material terms of this limited warranty and failure to satisfy any one or more of the conditions by Purchaser, its agents or representatives shall release Cascadia Metals from its obligations hereunder.**

### **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, Canada, Alaska, Hawaii, Mexico.
- (2) This limited warranty will be null and void unless the Product has been paid for in full.
- (3) This limited warranty does not cover corrosion or loss of adhesion to the Product that is embossed or perforated if the embossing/perforating process fractures the coating or steel substrate or otherwise adversely affects paint adhesion or film integrity.



**EXCLUSIONS AND LIMITATIONS (cont.):**

- (4) This limited warranty does not apply to exterior installations that are sheltered from rainfall or that do not provide drainage.
- (5) This limited warranty does not apply in the event of deterioration to the Product caused directly or indirectly by contact with fasteners
- (6) 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.
- (7) Product that is improperly installed or maintained is not covered by this limited warranty.
- (8) The limited warranty does not cover Product located 30 miles or fewer from the Hawaiian Halema'uma'u, Pu'u O'o or any active volcano vents. Purchaser is required to consult with Cascadia Metals before any installation takes place near any active volcano vents. Safety and maintenance recommendations for volcanic regions are available upon request.
- (9) The Product must NOT be cleaned with abrasive or chemical cleaners.
- (10) Film Integrity, Colour Fade, Chalking Rating for below Environment of Install:

Type of Environment of Installation	Film Integrity (Years)	Colour Fade (Years) ΔE ≤ 5.0 Wall Applications ΔE ≤ 7.0 Roof Applications	Chalking Rating Years ≥ 8 Rating Wall Applications ≥ 6 Rating Roof Applications
<b>Residential, Commercial and School Buildings</b> – Buildings used for habitation, Distribution Centers, Home Shopping Malls, Office Buildings, Assembly Centers and Schools located in rural or residential areas	40	30	30
<b>Industrial</b> – Steel Mills, Power Generating Stations, Oil Fields, Oil Refineries, Ore Mines, Chemical Plants, Paper Mills, or other unusual environmental exposure	7	No Warranty	5
<b>Severe Marine</b> – Less than 1,000 feet from coastline.	10	10	10

(11) 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;



**EXCLUSIONS AND LIMITATIONS (cont.):**

- (k) Where the Product is in contact with, or subject to runoff from, lead, copper, CCA, ACQ, CA or other pressure treated, green, or wet lumber; fire retardant treated shakes or shingles; or wet insulation;
- (l) Mishandling of the Product, including abuse, alteration, modification, improper use or storage;
- (m) Damage from snow and/or ice removal or aggressive pressure washing; or
- (n) Damage or conditions at the point(s) where materials or items such as snow guards and solar panels are attached or adhered to the Product.

**GENERAL TERMS AND CONDITIONS.**

This LIMITED WARRANTY IS NON-TRANSFERRABLE AND IS SUBJECT TO THE FOLLOWING EXCLUSIONS AND LIMITATIONS. 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 ten; 75% of the original cost of the product, during years eleven through fifteen; 50% of the original cost of the product, during years sixteen through twenty; and decreasing by increments of 2.5% (per year) of the previous year's depreciated cost of the product from years twenty-one 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 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 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 OR DEATH (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, OR OTHERWISE, 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.



# CASCADIA METALS INC.

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.

**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 Inc., Attention: Quality Assurance, P.O. Box 276, Longview, WA 98632.**

## EFFECTIVE DATE

This limited warranty applies only to Product purchased and installed after **June 1, 2021**.

## 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 State of Washington, without regard to any conflict or choice of law principles.



**AGREEMENT OF WARRANTY**

**Cascadia Metals' Customer**

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

**Cascadia Metals, Inc.**

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPLICABLE LAW**

*This agreement shall be deemed to have been made executed and delivered in the United States of America and shall be governed by and enforced in accordance with U.S. law and the laws of the State of Washington. This agreement and any sales of the product by Cascadia Metals, Inc. to the Customer shall be interpreted, governed and enforced in accordance with U.S. law and the laws of the State of Washington. 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 King County Washington. The arbitrators and courts of the State of Washington 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 may be entitled by virtue of domicile, habitual residence or otherwise. The Customer agrees that any final judgment by a court or arbitrator pursuant to this section shall be given full faith and recognition in its respective country or any other Non U.S. jurisdiction. Each party shall be responsible for its own attorneys' fees and costs.*

