

## UNA-CLAD™ METAL PAINT FINISH LIMITED WARRANTY

**Building Identification:**

**Building Address:**

**Building Owner:**

**Installing Contractor:**

**Warranty No:**

**Warranty Period: Thirty-Five (35) Years, Commencing on**

**Square Footage: SF**

Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), warrants to the Building Owner ("Owner") named above that Holcim will, subject to the Terms, Conditions, and Limitations set forth herein, refinish any exterior paint finish ("Finish") during the Warranty Period on the UNA-CLAD™ brand coil-coated metal ("UNA-CLAD Metal") supplied by Holcim as part of the project named above that exhibits any of the following exterior surface conditions measured at the values listed below by group:

- 1) Loss of Adhesion, including, but not limited to, peeling, checking, or cracking, except for crazing or cracking that may occur on formed edges or bends of metal roofing panels and trim, for a term not to exceed twenty (20) years.
- 2) Chalking in excess of a numerical rating, Vertical and Non-Vertical, listed below, when measured in accordance with ASTM D 4214 "Standard Methods of Evaluating Degree of Chalking of Exterior Paints," for a term not to exceed thirty (30) years.
- 3) Fade or change in color in excess of the Vertical rating listed below in color difference units, as measured on exposed surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces when tested in accordance with ASTM D 2244 3.7.1 and 3.8.4, "Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates," for a term not to exceed thirty (30) years.

### TERMS, CONDITIONS, AND LIMITATIONS

**Group 1: Adhesion – 35 years, Chalk – 30 years at 8, Fade – 30 years at 5:**

Almond, Bone White, Cityscape, Colonial Red, Hartford Green, Hemlock Green, Mansard Brown, Medium Bronze, Patina Green, Regal Blue, Sandstone, Sherwood Green, Sierra Tan, Sky Blue, Slate Gray, Stone White, Terra Cotta, Tropical Patina, Burnished Slate

**Group 2: Adhesion – 35 years, Chalk – 30 years at 8, Fade – 30 years at 7:**

Charcoal Gray, Dark Bronze, Dark Ivy, Extra Dark Bronze, Teal

**Group 3: Adhesion – 35 years, Chalk – 20 years at 8, Fade – 20 years at 9:**

Brandywine, Matte Black, Regal Red, Electric Blue, Award Blue

**Group 4: Adhesion – 30 years, Fade - 30 years at 8:**

Premium Pattern Colors

**Group 5: Adhesion – 20 years, Chalk – 20 years at 8**

Champagne Metallic, Classic Copper, Silver Metallic, \*Vintage

*\*Note: Vintage finish not warranted in industrial or marine applications.*

**Group 6: Adhesion – 20 years, Chalk – 20 years at 8, Fade - 20 years at 5:**

\*Flurothane® Coastal (all colors)

*\*Note: Flurothane Coastal finish is the only paint finish warrantable within 1,500 feet of a saltwater environment.*

**Products Covered.** This Metal Paint Finish Limited Warranty ("Limited Warranty") is limited exclusively to metal roofing panels and/or metal trim fabricated from UNA-CLAD Metal and installed in accordance with Holcim's technical specifications. Any materials not manufactured or supplied by Holcim are not covered under this Metal Paint Finish Limited Warranty ("Limited Warranty").

**Notice.** In the event that any peeling, checking, cracking, chalking, fading or color change of the Finish occurs, Owner must give notice to Holcim Warranty Services in writing or by telephone within thirty (30) days of such occurrence. By so notifying Holcim, Owner authorizes Holcim or its designee to investigate the condition of the Finish at its option. Holcim will have no obligation to refinish any area(s) of the UNA-CLAD Metal if Owner fails to give proper notice to Holcim Warranty Services as set forth herein. Notifying Installing Contractor, a local contractor or an Elevate Sales Representative does not constitute notice to Holcim Warranty Services as required by this section. Owner agrees to retain original proof of purchase of the UNA-CLAD Metal and Elevate packing slip, and to supply the originals upon making a claim.

**Investigation.** Should the investigation reveal that the surface condition of the Finish is excluded under the Terms, Conditions, and Limitations set forth in this Limited Warranty, Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Owner is responsible for completing repairs not covered by this Limited Warranty to be made at Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by Owner to properly make these repairs in a reasonable manner using a licensed Elevate applicator and within sixty (60) days shall render this Limited Warranty null and void.

**Limitations.** If upon investigation, Holcim determines that the condition of the Finish is not excluded under the Terms, Conditions, and Limitations set forth herein, Owner's sole and exclusive remedy and Holcim's total liability shall be limited to refinishing of the affected area of the UNA-CLAD Metal determined by Holcim to require refinishing. Any and all refinishing work so performed by Holcim under the Terms of this Limited Warranty shall be performed using any standard finishing practices and materials. Holcim's obligation over the life of this Limited Warranty is limited to Owner's original purchase price of the UNA-CLAD Metal.

\*Flurothane is a registered trademark of The Sherwin-Williams Company.

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**Exclusions.** Holcim shall have no obligation under this Limited Warranty, or any other liability, now or in the future for any damage to, or deterioration of or failure of, the Finish caused by: hail; winds; roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Holcim; standing water or the continuous spray of either salt or fresh water; any installation within 1,500 feet of a saltwater environment (Flurothane Coastal Finish excepted); surface temperatures that exceed 200°F; airborne sand abrasion; metal shavings; any failure caused by the attachment or mounting of any item or device to or near the UNA-CLAD Metal; or, improper handling during transportation and/or installation, including but not limited to, improper storage or placement, surface damage, or failure to remove strippable protective film.

**Payment Required.** Holcim shall have no obligation under this Limited Warranty unless and until Holcim and Installing Contractor have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the UNA-CLAD Metal. In the event that repairs not covered by this Limited Warranty are necessary in the future, Holcim reserves the right to suspend this Limited Warranty until such repairs have been completed and the qualified repair contractor and/or Holcim has been paid in full for such repairs.

**Transfer.** This Limited Warranty is not transferable or assignable in any manner and Holcim precludes Owner from claiming, representing, or implying that this Limited Warranty extends to or is available to anyone other than the Building Owner named above.

**Term.** The term of this Limited Warranty shall be for the period set forth above and shall not be extended under any circumstances without written approval from Holcim.

**Access.** During the term of this Limited Warranty, Holcim's employees or shall have free access to the Building for inspection, audit, or repair of the UNA-CLAD Metal during regular business hours. In the event that access is limited due to security, tenant concerns or other restrictions, Owner shall reimburse Holcim for all reasonable costs incurred during inspection and/or repair of the UNA-CLAD Metal that are due to said restrictions.

**Waiver & Severability.** Holcim's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force to the fullest extent permitted by law.

**Disputes.** Any dispute, controversy or claim between Owner and Holcim concerning this Limited Warranty or relating to any material(s) supplied by Holcim shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Holcim do not resolve the dispute, controversy or claim in mediation, Owner and Holcim agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Holcim from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

**Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

HOLCIM DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY HOLCIM. HOLCIM SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY HOLCIM. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HOLCIM HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST HOLCIM AND HOLCIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF HOLCIM. NO OTHER PERSON HAS ANY AUTHORITY TO BIND HOLCIM WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

**Holcim Solutions and Products US, LLC**

By:

Authorized  
Signature: \_\_\_\_\_

**SAMPLE**

Title: