

SPIRCO MANUFACTURING 40 YEAR LIMITED PAINT WARRANTY

SPIRCO MANUFACTURING and our customer _____, recognizes that most panel coatings will fade and change appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, SPIRCO MANUFACTURING warrants that the panels covered by this warranty will resist natural weathering to the extent that they will conform to the performance standards listed below during a period of 40 years after coating for film integrity and for both chalking and color change, provided that all conditions of this warranty are met first. Provisions (1) through (3) below apply to buildings installed north of the 15 degree parallel of latitude in the northern hemisphere. Only provision (1) applies to buildings installed south of this latitude:

1. Roof and wall panels will not peel, crack, check, or flake to an extent that is apparent on ordinary outdoor visual observation; and
2. Vertical installations of panels will not change color more than 5 NBS (Hunter) units, and non-vertical installations will not change color more than 7 NBS (Hunter) units following field installation. Color measurements are to be made per ASTM D 2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D 3964; and
3. Vertical installations of panels will not chalk more than a number 8 rating, and non-vertical installations will not chalk more than a number 6 rating, when measured per ASTM D 4214, Method A.

This warranty applies only to panels erected in the Continental United States (including Alaska), and which have been exposed to normal weather aforementioned defects or failures, and does not apply to defects or failures caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, radiation or harmful gases or fumes, excessive salt atmospheres, chemicals and foreign substances (i.e. abnormal quantities of sand or dirt particles) in the air or atmosphere and regardless of roof or sidewall pitch, installation must provide for proper drainage so as not to hold any water.

SPIRCO MANUFACTURING further agrees to replace, repair, or repaint, at its option and cost, any affected panels and reserves the right to approve and/or negotiate contracts for such painting or replacement. Any repainted or replacement panel supplied as provided herein shall be subject to warranty only for the remainder of the period applicable to the affected panels. The obligations under the warranty shall not arise due to failure to remove debris or other accumulations of foreign substances or materials from the panels.

THIS WARRANTY BECOMES VALID ONLY WHEN SIGNED BY SPIRCO MANUFACTURING'S CUSTOMER AND AN OFFICER OF SPIRCO MANUFACTURING. IT MAY BE EXTENDED BY THE CUSTOMER TO THE ORIGINAL BUILDING OWNER BUT IS NON-TRANSFERABLE AND NON-ASSIGNABLE AFTER 24 MONTHS BEYOND THE ORIGINAL BUILDING OWNER.

THERE ARE NO OTHER GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION AS STATED HEREIN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OR PURPOSE AND SPIRCO MANUFACTURING SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS DAMAGES TO THE CONTENTS OR FURNISHINGS OF ANY BUILDING) OR ANY LOSS OF ANY KIND WHATSOEVER.

I have read and agreed to the terms and conditions as outlined in this warranty.

SPIRCO MFG

By: _____
Signature & Title Date

SPIRCO MFG CUSTOMER

By: _____
Signature & Title Date

PROJECT NAME: _____ SPIRCO JOB NUMBER: _____

PROJECT ADDRESS: _____
Street City State Zip

1st ASSIGNEE (2nd OWNER) _____

By: _____
Signature & Title Date