



GALVAMET LIMITED WARRANTY FOR ISOCYANURATE FOAM INSULATED PANELS

This warranty is solely for the benefit of Customer c/o Owner/Job, and shall not be transferable.

Customer: XXXXX
 Owner: XXXXX
 Job: XXXXX
 Location: XXXXX
 Job Order & Date: XXXXXX Dated: XXXXX
 Product: XXXX sq. meters (XXXXX) sq. feet) isocyanurate foam insulated 4 inches thick HI-RIB Roof Panel and 3 inches thick Galvatherm Wall Panel
 Exterior Finish: Siliconized Polyester

1.0 EXPRESS LIMITED WARRANTY

Galvacer America Corp. ("Galvamer") warrants to the Building Owner ("Owner"), of the building described above, that subject to the terms, conditions, and limitations stated here in,

- 1.1 Exterior exposed film integrity - the factory exterior finish coating of the Panels will not crack, blister, peel, flake or chip for a period of twenty (20) years from the date of shipment.
- 1.2 Product – The panels fabricated by Galvamer are, on delivery to the Customer, free from defects in material and workmanship and, if properly installed, will not show evidence of excessive deflection or delamination resulting from defective materials or workmanship, for a period of two (2) year from the date of shipment to the Customer. The factory interior finish coating of the panels is warranted as free from defects in material and workmanship for a period of two (2) year from the date of shipment to the Customer. The exterior finish film integrity warranty doesn't apply for interior finish.

2.0 TERMS, CONDITIONS, LIMITATIONS

- 2.1 During the term of this limited warranty, Galvamer, its agents or employees, shall have free and unlimited access to the panel systems during regular business hours. Galvamer shall have no obligation under this limited warranty until all bills for installation, supplies and service have been paid in full by the owner to Galvamer's customer. Galvamer's failure at any time to enforce any of the terms and/or conditions stated herein shall not be construed to be a waiver of those provisions.
- 2.2 Galvamer shall have no liability hereunder unless the Building Owner shall first provide Galvamer with a written notice of defects in the panel factory finish within thirty (30) days of the discovery thereof. In all cases, such notice must be delivered to Galvamer at the above-dated address. The notice furnished by Owner must reference the purchase order number, date of shipment, and contain a description of the warranty claim, plus a copy of the invoice for the Panels.
- 2.3 If any Panels fail to meet the above warranty, Galvamer will repaint or replace on-site any such Panels, otherwise restore such Panels to the satisfaction of the Owner, and will assume the full course of labor materials required for such repainting, replacement or restoration. It will be the sole discretion of Galvamer what measures shall be taken (i.e. whether such Panels will be repainted, replaced or otherwise treated) to provide suitable repair or restoration of any failure. The remedies recited in this paragraph constitute the sole and exclusive remedies of the Owner in the event of a warranty claim by the Owner.
- 2.4 Galvamer shall inspect and test the Panels referred to in any warranty claim within thirty (30) days of notification of the claim. If Galvamer, in its sole discretion, determines that the claim is covered by this limited warranty, appropriate repair, replacement or restoration of the Panels shall commence within ninety (90) days thereafter.
- 2.5 This warranty shall not apply if, in the sole judgment of Galvamer, any of the following shall occur:
 - (a) the panels are damaged by acts of God or natural disasters, including, but not limited to, lightning, hurricanes, tornadoes and earthquakes or by fires, explosions,
 - (b) the panels are damaged by any acts of negligence, improper handling, accident or misuse, including, but not limited to, vandalism, terrorism, aggressive cleansing products, etc;
 - (c) the panels are damaged by harmful gases, fumes or liquids, chemical or corrosive environment;
 - (d) the Panels are installed in marine or other salt laden atmosphere at a distance from salt water less than 6,600 feet;
 - (e) installation of the Panels not performed in compliance with Galvamer's then current drawings and/or specifications;
 - (f) the Panels are installed or repaired with any accessories which were not approved in writing by Galvamer;
 - (g) significant alterations or repairs after installation of the panels, were made without first obtaining written authorization from Galvamer;
 - (h) the panels were removed and/or installed in a different location after the original installation.
 - (i) deterioration or failure of building components.
- 2.5 This warranty shall be void if, in the sole judgment of Galvamer, any of the following shall occur:
 - (a) the Building Owner refuses to pay any or all reasonable charges to repair or respond to a warranty claim and the cause of the claim is not covered under this limited warranty; or
 - (b) the Building Owner fails to use reasonable care in maintaining the panel systems; or
 - (c) the Building Owner fails to comply with every term and condition stated in this limited warranty.
- 2.6 This warranty is in lieu of any other warranty, written, oral, implied or statutory. It is expressly agreed that any implied warranty of merchant liability or fitness for a particular purpose is hereby excluded and Galvamer shall not be liable for any third party, incidental or consequential damages from the use or misuse of the panels. Galvamer's liability hereunder shall, in no event, be greater than the original purchase price of the panels which are found to be defective.
- 2.7 This limited warranty is not transferable without the written consent of Galvamer and contains the entire agreement between the parties and may not be changed except in writing. No representative of Galvamer has authority to make any representation or promises except as stated herein.
- 2.8 Any controversy or claim arising out of or relating to this limited warranty, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association in Los Angeles, California and judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof.

Issued on xxxxx, xxxx. Accepted by: