

# 20 Year G90 Galvanized Limited Warranty

Everlast Roofing, Inc. warrants, in the continental United States that its Hot Dipped G90 Acrylic Coated products, Everlast™ II & Everdrain™ sold for use as unpainted steel roofing and siding will not rupture, fail structurally, or perforate within a period of 20 years after shipment from Everlast Roofing, Inc. due to exposure to normal atmospheric conditions.

**LIMITATIONS ON WARRANTY:** This warranty DOES NOT APPLY to sheets exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:

1. This Warranty is extended to the original buyer and is not transferable or assignable.
2. Areas subject to fallout or exposure to **corrosive chemicals, fumes, ash, cement dust or animal waste.**
3. Areas subject to **salt water marine atmospheres** or to **constant spraying of either salt or fresh water.**
4. Areas subject to **water run off from lead or copper flashing** or areas in metallic **contact with lead or copper.**
5. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.
6. In no event shall the Warranty extend beyond 20 years from the date of shipment of the panels from Seller's manufacturing plant.

This warranty DOES NOT APPLY in the event of:

- A. Mechanical, chemical, or other damage sustained during shipment, storage, or during or after erection.
- B. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surface of the sheets or panels.
- C. Failure to remove debris from overlaps and all other surfaces of the sheets or panels.
- D. Deterioration of the panels caused by contact with green or wet lumber or wet storage stains caused by water damage or condensation.
- E. Presence of damp insulation or other corrosive materials in contact with or close proximity to the panel.

## **BUYERS OBLIGATIONS:**

1. Buyer must inspect material received from Seller prior to installation as to mitigate expense involved in repairing, painting or replacing defective sheets.
2. Any claim on account of a defect in the product or for any other cause whatsoever shall be deemed WAIVED by Buyer unless written notice thereof is given to seller within 30 days after discovery of the defects and within the applicable guarantee period. Seller shall be given reasonable opportunity to investigate all claims and no products shall be returned to Seller without Seller's inspection, approval and receipt by buyer of written shipping instructions from Seller.
3. To be effective, Buyer's notice shall include such records as may enable Seller to establish the Everlast order number, Everlast invoice number, date of shipment by Everlast, and the date of installation in the form of siding or roofing panels of the claimed defective sheet. These records must be duly authenticated, be made in the ordinary course of business, and be contemporaneous with the events noted therein. Buyer shall also present such evidence that establishes that any claimed defect was due to a breach of the guarantee stated herein.

## **EXCLUSIVE REMEDY:**

1. If any of Seller's products fail to perform as warranted, the company will, at its option, repaint or replace the defective panels or refund the buyer the price paid for the material. Everlast Roofing, Inc.'s total liability is expressly limited to the purchase price of the defective material. Except as provided herein Everlast Roofing, Inc. shall not be liable for any losses, damage or expense, whether direct, incidental or consequential, caused by or resulting from the use of defective or nonconforming products.

## **EXCLUSIVE OF WARRANTIES:**

1. **THE EXPRESS WARRANTIES AND REMEDIES STATED HEREIN ARE THE EXCLUSIVE WARRANTIES AND REMEDIES APPLICABLE TO THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.**



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