

# G100™ Process Limited Lifetime Warranty

Everlast Roofing, Inc. warrants to the original buyer, in the continental United States that under normal atmospheric conditions (which term excludes aggressive atmospheres such as those contaminated with chemical fumes or salt spray) the exterior paint on its prepainted Everlast™ II and Everdrain™ G100 Process product will meet the following specifications:

**Film Integrity:** Will not crack, check, blister or flake for the life of the panel.

**Chalk Rating:** Will not chalk in excess of a numerical rating of 7 when measured with the standard procedure specified in ASTM D4214-89, on sidewalls for a period of thirty-five (35) years and one month.

Will not chalk in excess of a numerical rating of 5 when measured with the standard procedure specified in ASTM D4214-89, on roofs for a period of thirty-five (35) years and one month.

**Fade Rating:** Will not fade or change color by more than 5 units of color when measured with the standard procedure of ASTM D-2244, on sidewalls for a period of thirty-five (35) years and one month.

Will not fade or change color by more than 7 units of color when measured with the standard procedure of ASTM D-2244, on roofs for a period of thirty-five (35) years and one month.

## LIMITATIONS ON WARRANTY:

1. This Warranty is extended to the original buyer and is not transferable or assignable. This limited warranty shall only apply to the initial application of the product. Removal and reinstallation or reuse of the product shall void this limited warranty.
2. Seller's Warranties apply only to panels which have been exposed to normal weather and atmospheric conditions and does not apply to defects or failures caused by acts of God, falling objects, misuse, improper assembly, improper storage, external forces, explosions, fire, vandalism, deliberate destruction or damage, 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 pitch, installation must provide for proper drainage so as not to hold any water. This limited warranty shall be void and not apply to products stored or used within 1100 yards of a salt water environment.
3. This Warranty does not cover failures resulting from edge corrosion.
4. All time frames herein shall be calculated from the date buyer takes possession of the product

## BUYERS OBLIGATIONS:

1. Buyer must have paid for the product in full.
2. Buyer must inspect material received from Seller prior to installation as to mitigate expense involved in repairing, repainting or replacing defective sheets.
3. 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 warranty 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. All transportation and shipping costs to Seller shall be the responsibility of buyer.
4. 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 warranty stated herein.
5. All obligations of and conditions imposed on buyer under the limited warranty shall be deemed material terms of this limited warranty and any violation of failure to comply by buyer shall relieve Seller from all obligations hereunder.

## LIMITATION OF LIABILITY:

1. If during the first 45 years after buyers receipt of the product, 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. Seller's total liability is expressly limited to the purchase price of the defective material. Except as provided herein Seller 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 non-conforming products.
2. After the expiration of 45 years after buyers receipt of the product, if Seller determines that the film integrity of the product failed to perform as warranted herein and that the Buyer has complied to obligations hereunder, Seller will, at its sole option, repaint the existing product by any method selected by Seller; supply a replacement product or refund the buyer a percentage of the purchase price identified in the table below. After the expiration of 45 years after buyers receipt of the product. Sellers maximum liability under the limited warranty regarding film integrity shall be limited to a percentage of the purchase price of the non-conforming product only in accordance with the following schedule:

<i>Claim submitted during the year following receipt of the Product</i>	<i>Maximum liability of Seller, expressed as a percentage of Purchase Price</i>
46th - 48th	90%
49th - 50th	70%
51st - 52nd	50%
53rd - 54th	30%
55th and thereafter	10%

3. Except for providing repairs, replacement products or refunds in accordance with the paragraphs above and as limited by the other terms and conditions of the Limited Warranty, Seller shall not be liable for any other expenses, claims or damages of any kind, including (without limitation) any labor or other installation or product replacement cost and/or any direct, indirect, consequential, incidental or special damages.

## 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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Effective Date: April 1, 2006