

Limited Lifetime Coating Warranty for Metal Rain Gutter Products

Limited Warranty

Custom-Bilt Metals (hereinafter "CBM") hereby issues the following Limited Lifetime Coating Warranty ("Limited Warranty") exclusively to the original Owner named in the Warranty Registration Form (hereinafter "Owner") subject to the terms and conditions listed below.

During the lifetime of Owner, and as long as Owner owns the building described in the Warranty Registration Form, CBM warrants that the paint on its coated steel or aluminum gutters, downspouts and rain carrying accessories ("Material") will not:

- (a) Peel, check, chip or crack. These terms shall not mean alterations to the paint as a result of exposed raw edges, embossing, end cutting, cut edge exposure or such crazing or slight cracking as may occur on tightly roll-formed edges or brake bends.
- (b) Fade or change color in excess of five (5) units of color difference (Hunter ΔE) calculated in accordance with ASTM D2244. Color Change is measured on an exposed painted surface that has been cleaned of surface soils and chalk and then compared to corresponding values measured on the original or unexposed coated surface. Fading and color changes may not be uniform, depending on sun and atmospheric exposure and CBM does not warrant that color changes will be uniform.
- (c) Chalk or oxidize in excess of a numerical rating of eight (8) when properly maintained as described herein as measured in accordance with the standard procedures specified in ASTM D-659.

Remedy

The sole and exclusive remedy under this Limited Warranty shall be one of the following to be chosen in CBM's sole discretion: repair, recoating, refinishing or one replacement of defective Material. The term "replacement" does not include labor costs of Material removal, fabrication or installation. Any repair, recoating, refinishing or replacement is limited to the Material only; CBM will NOT pay, or otherwise be responsible for, any costs associated with or related to anything else affixed to the Material or building's roof, including, but not limited to, antennas, snow guards and/or solar panels, without its written consent prior to sale. Any repair, recoating, refinishing or replacement **WILL NOT** restart the warranty period. If repair, recoating, refinishing or replacement is not practical, CBM may elect, at its sole option, to refund the original purchase price of the Material paid to CBM. After any refunding of the original purchase price, CBM will cease to have any obligations under this Limited Warranty.

NOTWITHSTANDING CBM'S OBLIGATION TO EITHER REPAIR, RECOAT, REFINISH, REPLACE OR REFUND IN ACCORDANCE WITH THE TERMS OF THE PRECEDING PARAGRAPH, THE EXTENT OF CBM'S TOTAL LIABILITY FOR THOSE OBLIGATIONS AND FOR ANY AND ALL CLAIMS OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE AND BREACH OF ANY AND ALL WARRANTIES) SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE MATERIAL PAID TO CBM. FOR THOSE WARRANTY OBLIGATIONS OR CLAIMS ARISING AFTER THE 10TH YEAR FROM DATE OF SHIPMENT, CBM'S TOTAL LIABILITY SHALL NOT EXCEED THE PERCENTAGE OF THE PURCHASE PRICE PAID TO CBM FOR THE MATERIAL SPECIFIED IN THE FOLLOWING SCHEDULE:

YEAR AFTER PURCHASE	PERCENTAGE OF PURCHASE PRICE PAID TO CBM
1 THROUGH 10	100%
11 THROUGH 15	50%
16 THROUGH 20	25%
21 THROUGH LIFETIME	10%

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CBM HEREBY DISCLAIMS ALL SUCH WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

THIS LIMITED WARRANTY ALSO SUPERSEDES AND IS IN LIEU OF ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM CBM'S NEGLIGENCE, ACTUAL OR IMPUTED, OR STRICT LIABILITY. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST CBM ARISING OUT OF OR RELATED TO THE MATERIAL OR THE ORDER OR DELIVERY OF THE MATERIAL.

UNDER NO CIRCUMSTANCES SHALL CBM BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION LOSSES, OR LOST USE OF THE BUILDING OR ITS CONTENTS, EVEN IF CBM HAS RECEIVED NOTICE OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. OWNER SPECIFICALLY WAIVES THE RIGHT TO ATTORNEY'S FEES, INCLUDING ANY CLAIM FOR ATTORNEY'S FEES PURSUANT TO CHAPTER 38 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, ANY OTHER STATUTE OR THE COMMON LAW.

Conditions, Limitations and Exclusions

1. This Limited Warranty shall apply only to products used in the Continental United States, Hawaii, Alaska, Canada and Mexico.
2. This Limited Warranty is extended only to the original Owner as stated in the Warranty Registration and shall not inure to the benefit of any other party. This Limited Warranty is non-transferrable and non-assignable.
3. This Limited Warranty applies to Material shipped by CBM after April 1, 2012.
4. The Material covered under this Limited Warranty must be installed within six (6) months from date of purchase.
5. This Limited Warranty excludes any areas of the Material that are within $\frac{3}{4}$ " of any edge that has been cut subsequent to the application of the paint to the substrate.
6. This Limited Warranty is conditioned upon the proper installation of the Material. The Material must be installed on a surface which allows for adequate circulation and on which no standing water accumulates. CBM does not warrant Material that is in contact with, or subject to, runoff from lead, copper, pressure treated, green or wet lumber or wet insulation. CBM does not warrant Material which has been modified without CBM's express written approval, which has been improperly used or applied, or which has been painted after leaving CBM's custody. CBM does not warrant deterioration or damage to the Material caused directly or indirectly by Material contact with sealants or fasteners or by overdriving the fasteners. Selection of Material and proper long-lasting fasteners rests solely with Owner or his/her installer. In no event shall any information provided by CBM to assist in the selection of fasteners be an endorsement or warranty of performance of the Material with those fasteners, and Owner expressly acknowledges that Owner and his/her installer are not relying on such information in making any decision.
7. This Limited Warranty is limited to exposure to normal atmospheric conditions which term excludes corrosive or aggressive atmospheres such as those contaminated with chemical fumes, ash, volcanic smog, cement dust, animal waste, constant fresh water spray, industrial corrosive environments, chemical deposits or constant salt spray.
8. This Limited Warranty does not cover Material located within thirty (30) miles of an active volcano. For Material located within one thousand (1,000) feet from salt water, Owner is required to perform biannual maintenance of the building in the form of a sweet water rinse (tap water). Owner is required to keep records of such maintenance for the Limited Warranty to be enforceable.
9. CBM shall have no obligation under this Limited Warranty unless CBM has been paid in full for all Material covered by this warranty.
10. In no event will the original warranty period be extended by a warranty claim. The warranty for any repaired or replaced Material shall only be for the remainder of the original warranty period applicable to Owner.
11. This Limited Warranty does not extend to or cover damage to the Material caused by or as a result of: (a) improper handling, packaging, shipping, contamination, modification or storage of the painted Material prior to installation; (b) improper forming, fabrication or cutting of the Material; (c) improper installation of the Material, including, but not limited to, improper handling, scratching or abrading during or after installation; (d) mechanical damage or edge corrosion; (e) inadequate or improper drainage; (f) abusive foot traffic; (g) improper or deficient cleaning or maintenance, including, but not limited to, the use of high pressure washing systems; (h) any external contaminant or condition, including, but not limited to, chemical fumes, salt spray, animals, animal waste, vegetation, dirt, gravel or metal debris; (i) deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units or walk ways; (j) movement or settlement of the building; (k) condensation or infiltration in, through, or around the walls, copings, rooftop, flashing, hardware or equipment, building structure or underlying or surrounding materials; (l) any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Material, (m) additions or alterations to the Material or building's roof (including antennas, snow guards and/or solar panels) made without CBM's prior written consent prior to sale; (n) repairs to the Material that are not completed in accordance with standard roofing specifications by a licensed roofing contractor; (o) reactions due to dissimilar metals; (p) natural forces, disasters, or acts of nature, including, but not limited to, winds in excess of 55 MPH, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects, animals or animal droppings; (q) any act, conduct or omission by any person or action caused by any person's negligence; or (r) act(s) of war, terrorism or vandalism.

Registration

This Limited Warranty shall not become effective unless and until it is registered with CBM by returning the completed registration form within 150 days of the date of purchase. If registration is by mail, Owner shall mail signed copies by certified, return receipt mail, to verify delivery to CBM at 1333 Corporate Drive #103, Irving, TX 75038.

Maintenance

This Limited Warranty is conditioned upon proper maintenance of the Material which includes regular cleaning with sweet water rinses (tap water) or with 1/3 cup of Tide or other detergent containing less than 0.5% phosphate dissolved in one gallon of water followed immediately by a clear water rinse. The Material must not be cleaned with abrasive or chemical cleaners. All Material exposed to the weather, including the underside of any panel overhang, must be included in the cleaning. For cleaning instructions, please refer to CBM's Material Care and Maintenance Guide. **For all installations closer than one thousand (1000) feet to salt water, Owner is required to perform biannual maintenance in the form of sweet water rinses (tap water). Owner is required to keep records of such maintenance for the warranty to be enforceable. This maintenance is to be documented with written reports and date stamped pictures.**

Notice

Owner shall inspect Material received from CBM prior to installation so as to mitigate expenses related to repairing, recoating, refinishing or replacing defective Material. Any claim arising from an alleged Material defect or for any other cause whatsoever shall be deemed WAIVED by Owner unless written notice thereof is given to CBM within thirty (30) days after discovery of any alleged defect and within the applicable warranty period. All written notices given under this Limited Warranty shall be either personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, to Custom-Bilt Metals, 1333 Corporate Drive #103, Irving, TX 75038. To be effective, Owner's notice shall include such records as will enable CBM to establish the CBM invoice number and the date and address of installation.

Investigation

CBM has no obligations under this Limited Warranty unless and until CBM has been allowed a reasonable opportunity to inspect and, if necessary, obtain a sample of the Material.

Governing Law and Venue

This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law rules. Any dispute, controversy or claim arising out of, related to, or in connection with this Limited Warranty shall be submitted to mediation prior to the commencement or filing of any action or legal claim in any forum. IN THE EVENT THAT OWNER AND CBM DO NOT RESOLVE THE DISPUTE, CONTROVERSY OR CLAIM IN MEDIATION, ANY ACTION, PROCEEDING OR LAWSUIT ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY MUST BE BROUGHT SOLELY AND EXCLUSIVELY IN THE STATE OR FEDERAL COURTS OF DALLAS COUNTY, TEXAS. VENUE IS IMPROPER IN ANY OTHER JURISDICTION. BY ACCEPTING THIS LIMITED WARRANTY, OWNER IRREVOCABLY CONSENTS TO THE JURISDICTION AND EXCLUSIVE VENUE OF THE ABOVE-IDENTIFIED COURTS.

Modification, Waiver and Severability

This Limited Warranty cannot be amended, altered or modified in any way except in writing signed by an authorized officer of CBM. No other person has any authority to bind CBM with any representation or warranty whether oral or written.

CBM's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of any such condition or of any other term 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.

The supplier of the paint coating applied to CBM Material and the applicator of the paint coating have made certain warranties to CBM which are the same as (or substantially similar to) the warranties made by CBM under this Limited Warranty. This Limited Warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the coating system warranties made to CBM.

End of Warranty