

ATAS INTERNATIONAL, INC.

20 YEAR STANDARD LIMITED WEATHERTIGHTNESS WARRANTY

Certificate Number SAMPLE

Completion Date SAMPLE

Project Name SAMPLE

Owner
SAMPLE

Project
SAMPLE

Distributor
SAMPLE

Contractor
SAMPLE

Invoice Numbers SAMPLE

Style **Material** **Finish** **Color** **Texture** **Total Sqft.**

ATAS Warranty Administrator: _____

Signature

Date

ATAS INTERNATIONAL, INC Certificate Number SAMPLE 20STDWTW (continued)

This is to certify that the ATAS International, Inc. (ATAS) Cladding and Roof Panels sold by ATAS (the PRODUCT) are manufactured by ATAS in accordance with the highest standards of engineering and production skills from durable, high quality coated materials.

ATAS warrants to the original owner that its panels (the PRODUCT), upon delivery, are free from defects in material and workmanship, excluding any freight damage. The term "free from defects in material and workmanship" does not include waviness present in the flat area of the panels, due to inconsistency in the alloys, galvanizing process, light gauge metals, uneven substrates, installation and/or misalignment of support systems over which the panels are applied, which the industry has accepted as being prevalent and normal. Such waviness shall not be the cause for a claim under this or any other warranty.

This Limited Warranty covers the PRODUCT, as stated in paragraphs 2, 3, or 4, when exposed to normal atmospheric conditions (which term excludes corrosive or aggressive atmospheric conditions such as, but not limited to, those contaminated with chemical fumes or direct salt spray in the Continental United States. This Limited Warranty shall not apply where the PRODUCT failure is the result of fire, lightning, hurricane, tornado, windstorm, hailstorm, war or civil disturbance, vandalism, foot traffic, or other willful or accidental abuse, damage by other trades, inappropriate fastener selection or fastening methods, or other causes beyond the control of ATAS.

This Warranty does not include defects resulting from damage caused by other trades or materials substituted for, or used in addition to, ATAS's PRODUCT, or when failing to provide simple and/or reasonable maintenance to the PRODUCT. This Limited Warranty is only for material supplied by ATAS and not for any other material obtained from other sources or not engineered and manufactured by ATAS. This Limited Warranty will not extend to or cover the damage to the PRODUCT due to improper shipping or handling, installation (which term includes failure to permit drainage of standing water), or failure to remove the protective masking, metal dust and shavings.

ATAS warrants the "PRODUCT" only against defects in manufacture, not against damage due to other cause. This Limited Warranty does not cover damage which results from causes such as (but not limited to) earthquake, flooding, standing water, hurricane, tornado, windstorm, hail (except to the extent expressly provided herein), falling or wind-borne objects, collision, riot, insurrection, vandalism, lightning, fire, explosion, distortion, shifting, settling, or shrinkage of structural members or adjoining surfaces, exposure to harmful chemicals or materials, fumes, vapors or salt spray, directly applied or in the atmosphere, faulty installation, foot traffic, misuse, abuse, negligence, or failure to provide periodic maintenance.

ATAS International, Inc., (herein-after referred to as "ATAS") and the Contractor whose signature appears below (Installing Contractor) severally warrant [Installing Contractor only for any matter arising during the first two years after completion of installation of the subject system, and ATAS only for any matter first arising after the second anniversary of completion of installation of the subject system (Roof Panel System) but arising not later than the twentieth anniversary of such completion] to the above named original Building Owner (Owner) that subject to each and every term(s), condition(s), limitation(s), allocation(s) of warranty, and responsibility(ies) stated herein, Installing Contractor's Workmanship on the above named building (which must have an ATAS Roof Panel System which has been installed in accordance with ATAS's Installation Instructions and/or shop drawings approved in advance of installation by ATAS and the Installing Contractor) will be adequate to prevent leaks for 20 years commencing with the date of completion of installation of the Roof Panel System. This warranty will be fully satisfied by repair of the Roof Panel System and any such repairs shall carry a warranty against leaks only for any then remaining balance of the original 20 year warranty period.

ATAS'S AND INSTALLING CONTRACTOR'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS WEATHERTIGHTNESS LIMITED WARRANTY IS LIMITED TO ATAS FOR THE DOLLAR AMOUNT OF THE ORIGINAL PAYMENT MADE TO ATAS FOR MATERIAL FURNISHED BY ATAS ONLY.

NEITHER ATAS NOR INSTALLING CONTRACTOR MAKES ANY OTHER WARRANTY WHATEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND IMPLIED WARRANTIES OF FITNESS ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS WEATHERTIGHTNESS LIMITED WARRANTY.

In the event a repair is necessary during the first two year period following the issue date of the warranty or any extension thereof, the Installing Contractor's responsibility [which shall be in lieu of any and all ATAS liability during such period and any such extension(s)] shall be extended for a two-year period from the date of the last such repair. In any such case, ATAS will be responsible only for the term balance [remaining after the end of such period and of any and all such extension(s)] of the original warranty period from the date of completion of installation of the subject Panel System.

IN NO EVENT, SHALL ANY ONE OR MORE OF ATAS OR INSTALLING CONTRACTOR HAVE

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ANY LIABILITY FOR ANY COMMERCIAL LOSS. CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, WHETHER OWNER'S CLAIM AS BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT OWNER'S REMEDIES EXPRESSED IN THIS WEATHERTIGHTNESS LIMITED WARRANTY ARE OWNER'S EXCLUSIVE REMEDIES.

Owner shall provide ATAS and Installing Contractor with written notice within thirty (30) days of the discovery of any leak(s) in the Panel System. Failure of the Owner to do so shall automatically relieve both ATAS and Installing Contractor of any and all responsibility and/or liability under this Weathertightness Limited Warranty.

If upon ATAS's inspection, ATAS determines that the leaks in the Panel System are caused by defects in the ATAS Panel System's material or in the workmanship of the ATAS Installing Contractor, Panel System repair obligations shall then arise in accordance herewith, but Owner's remedies and ATAS's liability shall in any event be limited to repair of the Panel System, subject to the cost limitations set forth above. Otherwise, neither ATAS nor Installing Contractor's two-year liability (which is in lieu of any and all ATAS liability for such period) shall be extended an additional two years from date of last repair, should such repairs be necessary during the first two years of the Installing Contractor's liability or during any extension thereof.

ATAS shall not have any liability or responsibility under or in connection with either this Weathertightness Limited Warranty or the Panel System in the event of a failure by any contractor, including installing contractor or subcontractor, to use all sealants, mastics, sub-framing, panels, clips, and flashing provided by ATAS [or to substitute therefore only products approved in writing in advance by ATAS as equal, (if provided by the contractor or subcontractor)], or;

- a. failure by installing contractor or any other contractor to follow ATAS's recommended installation instructions or approved specifications or drawings for the layout, design, and erection of the Panel System.
- b. If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.
- c. If leaks occur because of ventilators, gutters, flashing to parapets or to other structures, or penetrations associated with signs, vents, equipment, or other causes.
- d. Damage caused by worker(s).
- e. Panel profile must be suitable for type and method of construction.
- f. Damage to the Panel System caused by natural disasters, including, but not limited to, lightning, or any strong gale, hurricane, tornado, earthquake, war, civil disturbances, arson, or aviation disasters.
- g. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel and the like.
- h. Any other cause beyond the control of ATAS.
- i. if failure is associated with any alterations to the roof after approval of installation and issuance of warranty documents.

During the term of this Warranty, ATAS, its sales representatives and employees shall have free access to the building during regular business hours.

ATAS shall not have any obligation under this Weathertightness Limited Warranty until final drawings of the completed system assembly are submitted to ATAS by the Installing Contractor and accepted in writing by ATAS. Such drawings must show the exact number, size and location of all penetrations. Photos of the area(s) should accompany the drawings.

If the subject installation is also covered by products of any other product manufacturer, this Weathertightness Limited Warranty applies only to those portions of such installation which are covered solely by ATAS manufactured products.

Notwithstanding any other provision of this Weathertightness Limited Warranty, ATAS shall not have any liability or responsibility at any time for or as a consequence of any condensation or underside corrosion which is or was caused at any time in part or wholly by any condensation.

Weathertightness warranty installations must be made of a material which carries a minimum 20 Year durability warranty from ATAS.

This Weathertightness Limited Warranty is tendered for the sole benefit of the building owner as named

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below and is not transferable or assignable. It becomes valid only when signed by each of Installing Contractor, Building Owner and ATAS.

ATAS warrants to the original owner that the finish of the PRODUCT, which are installed in the United States, Canada and Mexico, will resist weathering to the extent that the PRODUCT will conform to the performance standards listed below during a period of 30 years after coating for film integrity and a period of 30 years after coating for both chalking and color change, provided that all conditions of this warranty are first met. Provisions (a) and (b) below apply to buildings installed north of the 15th parallel of latitude in the Northern Hemisphere. Only provision (a) applies to buildings installed south of that latitude:

- a. Vertical and soffit installations of Fluoropolymer, Kynar 500/Hylar 5000 finish will not change color more than 5 NBS (Hunter) units and non-vertical (sloped) installations will not change color more than 7 NBS (Hunter) units. Color measurements are to be made per ASTM D2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D3964: and
- b. Fluoropolymer, Kynar 500/Hylar 5000 will not chalk more than a number 7 rating when measured per ASTM D 4214, Method A.

Materials that have had a PVDF coating applied by ATAS through a post paint process shall receive coverage under the chalk and fade guidelines only, as set forth in this warranty, for a period of 20 years.

This is an anti-weathering limited warranty and does not apply to other causes of degradation, including:

- a) Finished PRODUCT which has suffered cut edges, scratching or abrasion or impact by a hard object or has received perforation processing: failure to remove the protective masking, metal dust and shavings: has been abused, altered, modified, used in a manner not originally intended or stored contrary to instructions of ATAS or the coil coater, or in accordance with good industry practice: is damaged due to moisture entrapment in coils and/or bundles during transit or storage: is stored or installed in a way which allows standing water on the coating or is stored or installed in any chemically aggressive environment containing fumes, ash, cement dust, carbon black, or other chemicals, whether naturally occurring or caused by man: is stored or installed in an environment that includes a high degree of humidity, sand, dirt, or grease, whether naturally occurring or caused by man: is stored or installed in a way which allows contact with animals and/or animal waste or its decomposition products: is stored or installed in an area, or in such a way that damage can occur due to poor air circulation: is stored or installed in areas which are subject to fallout from copper, lead, nickel, or silver: has suffered any damage caused by acts of God, radiation, falling objects, explosion, fire, riots, civil commotion's, acts of war, foot traffic, or other external forces beyond the control of ATAS.

This Limited Warranty will not become effective if the invoice/contract for this project is not paid in full to ATAS International, Inc. in accordance with the standard terms and conditions set forth in agreement of sale or contract.

Any repair, refinishing or replacement not authorized by ATAS shall release ATAS from all liabilities and obligations with respect to the PRODUCT involved.

ATAS reserves the right to discontinue and/or make changes in any of its PRODUCTS. In the event the PRODUCT referred to in this Limited Warranty is not available, ATAS, at its discretion, will replace material of equal grade, quality, and price, not exceeding the original purchase price of the PRODUCT.

This writing embodies the entire Limited Warranty of ATAS and NO OTHER WARRANTIES are given beyond those set forth herein. ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and are not part of this agreement or any other contract for sale. ATAS neither assumes, nor authorizes, anyone (including but not limited to salesmen, dealers, contractors, builders, applicators and distributors) to assume or create for ATAS other obligations or liabilities in connection with its PRODUCTS, or to alter, amend, or modify in any way, any term, or provision of this Limited Warranty.

PROOF OF PURCHASE REQUIRED

This Limited Warranty is valid only with proof of purchase of an ATAS PRODUCT identifying the PRODUCT purchased and the date of installation. As qualifying proof of purchase ATAS recommends that you complete and submit the attached "Application for Registration" and mail it to ATAS International, Inc., 6612 Snowdrift Rd., Allentown, PA 18106 USA by certified mail, return receipt requested. A Warranty Certificate must be issued by an authorized officer of ATAS. If you do not register this Limited Warranty in that manner, then at the time of making a claim under this Limited Warranty you will be required to furnish an alternate form, satisfactory to ATAS, of proof of purchase of an ATAS PRODUCT identifying the PRODUCT purchased and the date of installation.

To be valid, any claim must be submitted by the Owner to ATAS in writing, within the period of this Limited Warranty, and within 30 days after the Owner becomes or should have been aware of any alleged

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defect, giving the details of the complaint, date of installation, name of dealer/contractor, representative photos, and a copy of the original proof of purchase. This must be sent, certified mail with return receipt to: ATAS International, Inc., 6612 Snowdrift Rd., Allentown, PA 18106 Attention: Limited Warranty Service Department. ATAS must be given reasonable opportunity to inspect the PRODUCT claimed to be defective, determine responsibility, and affect a solution prior to initiation of any repair or replacement of the PRODUCT. ATAS shall be reimbursed by Owner for all expenses related to the investigation of the complaints if the complaints are not the responsibility of ATAS under this Limited Warranty

A deposit is required prior to inspection; ATAS, in its sole discretion will determine the amount of the deposit for the inspection. The owner will provide free access for the performance of Limited Warranty inspections and services and be responsible for extra costs due to inability to gain access for Limited Warranty inspections or services after reasonable advance notice. Any repair, refinishing, or replacement not authorized by ATAS shall release ATAS from all liabilities and obligations with respect to the "PRODUCT" involved.

ATAS's liability under the terms of this Limited Warranty will be limited to a period not exceeding the period of any Limited Warranty running from customer to its customer and limited to the direct cost of refinishing or replacing the failed PRODUCT. Refinishing of the failed metal shall be performed by using standard finishing practices and materials, not necessarily replacing the PRODUCT, at ATAS discretion. ATAS will in all instances have the option of determining whether refinishing or replacing shall be utilized to fulfill its obligation. In no event however, shall ATAS's responsibility extend to any consequential damages, and in all cases, ATAS reserves the right to approve and negotiate the contract for such repainting or replacing. In event of refinish or replacement, the cost shall not exceed the original purchase price of the PRODUCT, less 3% for each year lapsed since the date of purchase of the material.

The original Limited Warranty period is not extended by any Limited Warranty repair, refinishing, or replacement. The remaining Limited Warranty period continues in effect, and applies under the conditions hereof, to the Limited Warranty repair, refinishing, or replacement.