



SMP COATED STEEL ROOF PANELS

1690 Roberts Blvd #112, Kennesaw, GA 30144

Stone Metal, LLC is offering this thirty-five (35) year limited warranty of Silicone Modified Polyester coated (SMP COATING) steel roofing panels (STEEL PRODUCT) installed in the continental US.

COVERAGE:

1. **Thirty-five (35) years** material only from the date of shipment, SMP COATING will not chip, crack, peel, flake or check (except for industry standard slight spidering or cracking as may occur on tightly roll-formed edges or bends at the time of fabrication of STEEL PRODUCT).
2. **Twenty-five (25) years** material only from the date of shipment of STEEL PRODUCT from STONE METAL, LLC's vendor to STONE METAL, LLC, STEEL PRODUCT will not as a result of corrosion or manufacturing process: fail structurally, perforate or rupture when properly installed.

General Exclusions:

1. Mechanical, chemical or other damage sustained during shipment, storage, forming, and fabrication, during or after installation.
2. Failure to provide adequate water drainage, including condensation, from overlaps and all other surfaces of the STEEL PRODUCT.
3. Failure to remove debris from all surfaces of STEEL PRODUCT.
4. Damage caused to the SMP COATING by improper roll forming, scouring or cleaning.
5. Deterioration or staining caused by contact with green or wet lumber or condensation.
6. Contact with damp insulation or other corrosive materials.
7. Deterioration caused by direct or indirect contact with or improper installation of fasteners. Selection of suitable fasteners to be used with STEEL PRODUCT is the customer responsibility.
8. Roof slopes or sections flatter than 1/4:12.
9. Forming which incorporates severe reverse bending or which subjects SMP COATING to alternate compression and tension.
10. Bends less than 2T for sheet thickness 0.030" and thinner and less than 4T for sheet thickness 0.031" and thicker.
11. Cut edge corrosion.
12. Failure to install or handle STEEL PRODUCT in accordance with applicable building codes, STEEL PRODUCT approvals, the manufacturer's specifications and instructions as outlined in current published technical data sheets and/or installation guides.
13. Where materials/items are attached/adhered to STEEL PRODUCT (e.g. ice guards, solar panels, satellite dish...).
14. Fire, physical damage, wind damage, deliberate damage, altered, modified or improper handling.
15. Embossing that fractures or severely stretches the film/SMP COATING.
16. Damage occurring during shipment by others of the STEEL PRODUCT to the jobsite or during storage at the jobsite.
17. PRODUCT is roll formed or otherwise fabricated by another entity, STONE METAL, LLC shall have no liability for damage from that fabrication process by another entity.

Corrosive Exclusions:

This Warranty does not apply to STEEL PRODUCT exposed at any time to corrosive or abnormal atmospheric conditions, including but not limited to:

1. STEEL PRODUCT is stored or installed closer than **3300'** from salt or brackish water.
2. Areas subjected to submersion or constant spraying of water or water run-off of any type and/or water run-off from lead or copper flashing or piping or areas in contact same.
2. Conditions where corrosive fumes and/or condensation are generated and/or released inside the structure where the STEEL PRODUCT is installed.
3. Areas subject to exposure of corrosive chemicals, ash, fumes, cement dust, copper, lead, nickel or silver refining or animal waste.

Weathering of SMP COATING:

STONE METAL, LLC does NOT warrant that SMP COATING will weather uniformly. As a normal characteristic of the material, SMP COATING may fade or chalk non-uniformly under normal conditions, and uneven weathering, fading, or chalking is NOT covered by this warranty.

MAINTAINING / CLAIMING LIMITED WARRANTY COVERAGE:

CUSTOMER shall exercise diligence in inspection of STEEL PRODUCT received from STONE METAL, LLC at time of delivery. No warranty shall apply to panels that are installed despite containing defects discernable by reasonable inspection. Claims for any breach of warranty must be made within the period of this limited warranty. Claims must be reported in writing to STONE METAL, LLC within 30 days of discovery, and STONE METAL, LLC shall be given a reasonable opportunity to inspect STEEL PRODUCT claimed to be defective. CUSTOMER must provide sufficient proof the defective materials were sold by STONE METAL, LLC by including date of shipment by STONE METAL, LLC, date of installation and STONE METAL, LLC invoice number with material lot number if applicable. At the sole discretion of STONE METAL, LLC, shall it exercise its option to furnishing to Customer, FOB Customer's job-site, sufficient STEEL PRODUCT to enable Customer to replace the defective panels.

OTHER WARRANTIES EXCLUSION:

THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES ARE MADE, AND ANY SUCH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. CUSTOMER WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST STONE METAL, LLC, AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF STONE METAL, LLC. STONE METAL, LLC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. STONE METAL, LLC HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT STEEL PRODUCT LIABILITY.

LIMITATION OF LIABILITY:

THE LIABILITY OF STONE METAL, LLC SHALL NOT EXTEND TO PERSONAL INJURY. PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY SHEET TO CONFORM TO THE PROVISIONS OF THIS LIMITED WARRANTY. STONE METAL, LLC SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PANEL OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE TO ANYONE BY REASON OF THE FACT THAT SUCH PANELS SHALL HAVE BEEN DEFECTIVE.

ADDITIONAL TERMS:

No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, and no course of conduct or performance, in any way purporting to modify this limited Warranty or to waive STONE METAL, LLC's rights hereunder, shall be binding on unless the same be clearly set forth in a writing that expressly refers to this limited warranty and expressly refers to having such effect upon this limited Warranty, and is signed by the authorized representative of STONE METAL, LLC.

This limited Warranty is extended to Customer as the original purchaser from STONE METAL, LLC and is non-transferrable and non-assignable, and may not be enlarged in its scope by any representative, sales person, agent or other employee of STONE METAL, LLC. No rights against STONE METAL, LLC shall be created by any purported transfer or assignment. This provision is a material term of this Warranty and its violation or breach by Customer or any of Customer's agents or representatives shall void and cancel this Warranty for all purposes.

Customer acknowledges that STONE METAL, LLC is not the manufacturer of either the metal or the SMP COATING warranted herein and agrees that all issues arising from or related to the exceptions set forth herein shall be determined finally and conclusively as to the Customer, by the original manufacturer.

Notwithstanding anything in this limited warranty to the contrary, with respect to STEEL PRODUCT, in no event shall the warranty obligations of STONE METAL, LLC to Customer exceed the limited warranty obligations of STONE METAL, LLC's supplier of STEEL PRODUCT (SUPPLIER) extended to STONE METAL, LLC (a copy of which will be provided to Customer upon request), and, in the event SUPPLIER is not in legal existence at the time of a Customer warranty claim hereunder, or otherwise fails (for any reason) to make good on its limited warranty obligations extended to STONE METAL, LLC with respect to such warranty claim, STONE METAL, LLC shall have no warranty obligations to Customer under this limited warranty with respect to such warranty claim.

All Warranty work will be performed by STONE METAL, LLC or any company, dealer, contractor, installer or distributor selected by STONE METAL, LLC. Since there may be a color variance between the replacement or repainted Product and the originally installed product due to normal weathering (i.e. exposure to sunlight and extremes of temperature and weather) of the originally installed STEEL PRODUCT, this condition shall not be indicative of a defect.

The substantive law of the State of Georgia shall exclusively govern the rights and duties of the parties under this Agreement. All claims and disputes arising under or relating to this limited Warranty are to be settled by binding arbitration in Cobb County, Georgia.

ISSUED TO (PURCHASER): _____

BILL TO ADDRESS: _____

INSTALL ADDRESS: _____

STONE METAL INVOICE NUMBER: _____

LOT NUMBER: _____

DATE DELIVERED: _____