



LIMITED WARRANTY

KENNY QUEEN HARDWARE & SUPPLY, INC. ("KQH") extends the following limited paint warranty to BUYER on its Panel 405. This is not a corrosion warranty. As used herein "Buyer" shall mean the original purchaser from KQH of the Panel 405.

SECTION A: LIMITED WARRANTY

KQH warrants that Panel 405 will conform to the performance standards listed below (the "Limited Warranty"):

1. Within 40 years from the date of installation, Panel 405 will not peel, flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation. NOTE: Slight crazing or cracking may occur on roll-formed edges or break bends at the time of forming; and is considered standard—such crazing or cracking shall not constitute a basis for complaint under this Limited Warranty. Further, failure due to substrate issues including, but not limited to corrosion is not covered by this Limited Warranty. Various metals may react differently under different atmospheric conditions.

2. Within 30 years from the date of installation:

a. sidewall panels of Panel 405 will not change color more than five (5) AE (delta E) Hunter units and roof panels will not change more than seven (7) AE (delta E) Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964; and

b. sidewall panels of Panel 405 will not chalk more than a number eight (8) rating and roof panels will not chalk more than a number six (6) rating when measured per ASTM D4214, Method A.

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Certain bright, saturated, non-standard colors are not attainable without using formulations that are more susceptible to the effects of outdoor weathering, and as such will carry reduced warranty coverage. KQH will inform you in writing at the time of color matching if the color is subject to reduced warranty coverage.

SECTION B: REMEDY

The warranty herein is conditioned upon the paint manufacturer agreeing that Panel 405 has a condition that is covered under the Limited Warranty. If Panel 405 fails to comply with the Limited Warranty as approved by the paint manufacturer, the paint manufacturer will pay for labor and material reasonably necessary to repaint, repair or replace, at our option, the metal panels exhibiting the conditions described above (the "Warranty Benefits"). The Warranty Benefits shall not exceed the original purchase price of the affected metal panels (not including any accessories or attachments) or the remedy provided in any other warranty provided to the building owner, whichever is less. This Warranty will continue to apply to any metal panels that were repainted, repaired or replaced under this Limited Warranty, but only for the unexpired portion of the Limited Warranty period applicable to the original coated metal panel. If KQH's or the paint manufacturer's investigation indicates that the claimed defect is not covered by this Limited Warranty, BUYER shall reimburse all of KQH's and the paint manufacturer's third-party expenses incurred in connection with the investigation of the claim. BUYER hereby waives all remedies not expressly provided for herein, including, but not limited to, damage for injury to person or property and incidental and consequential damages for loss of use, revenues or profit. BUYER understands and agrees that KQH is not warranting Panel 405. It is solely facilitating the warranty offered by the paint manufacturer for Panel 405. In the event the paint manufacturer denies a claim under this Limited Warranty, KQH shall have no liability under this Limited Warranty Agreement of any other liability with regard to Panel 405.

SECTION C: LIMITED WARRANTY EXCLUSIONS

This Limited Warranty does not apply to the following causes of degradation:

1. Failures or damage resulting from under-film or edge corrosion (edge creep), or failure or defects of the metal substrate;

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2. Acts of God, falling objects, explosions, fire, external forces or other circumstances beyond our control;
3. Mishandling of Panel 405 or of any substrate coated with it, including abuse, alteration, modification, improper fabrication, storage or use;
4. Panel 405 that has been stored/installed in such a way that allows contact with animals or animal waste;
5. Harmful fumes or foreign substances in the atmosphere, or salt spray;
6. Panel 405 which has been damaged due to moisture entrapment in bundles during transit or storage (wicking) or which has been stored or installed in such a way that allows standing water on the coating;
7. Significant differences in insulation below coated metal panel;
8. Where materials / items such as snow guards and solar panels are attached / adhered to the product.

SECTION D: ADDITIONAL LIMITED WARRANTY EXCLUSIONS

This Limited Warranty does not apply to and specifically excludes the following and any damage caused by any of the following:

1. Leaks
2. Any product or accessory used to install Panel 405 including, but not limited to touch up paint, closures, flashers, screws and screw color
3. Screw color damage caused by installation
4. Condensation or sweating
5. Rusting or discoloration caused by metal shavings created during installation
6. Discoloration caused by dirt on Panel 405.
7. Damage to surface paint, bottom primer or profile caused by storage or installation
8. Improper installation

SECTION E: BUYER'S OBLIGATIONS

To receive Warranty Benefits under this Limited Warranty, BUYER must:

1. Advise KQH in writing of any claimed violation of this Limited Warranty within thirty (30) days of receiving notice thereof; and
2. Promptly afford KQH and the paint manufacturer the opportunity to inspect the installation/defective metal parts; and
3. Provide records as deemed necessary by KQH to confirm the claimed violation of this Limited Warranty, including original proof of purchase, a picture demonstrating the complaint and the date of the original installation of the Panel 405.

SECTION F: EXCLUSION OF OTHER WARRANTIES / LIMITATION OF LIABILITIES

Except for this Limited Warranty, KQH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, OR FREEDOM FROM PATENT INFRINGEMENT.

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, KQH HAS NO OTHER LIABILITY WITH RESPECT TO PANEL 405 , WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE. KQH WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, INJURY TO PERSON, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASE OR REPLACEMENT OF OTHER GOODS, OR CLAIMS FOR BUSINESS OR SERVICE INTERRUPTIONS.

SECTION G: OTHER TERMS

This is our complete warranty. It is issued only to BUYER, and is not assignable to any other party. This Limited Warranty automatically expires upon any change or transfer of ownership of the property on which the Panel 405 is originally installed.

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The rights and obligations of the parties hereunder shall be governed by the laws of the State of West Virginia, USA. Any controversy or claim arising out of or relating to this contract shall be brought in the Circuit Court of Wayne County, West Virginia.

KENNY QUEEN HARDWARE & SUPPLY, INC.

4350 5th Street Road

Huntington, West Virginia 25701

By: 

Its: PRESIDENT

Date: 1/1/14

KQS