

MAC METAL ARCHITECTURAL INC (« MAC ») PROVIDES A 40 (FORTY) YEAR WARRANTY ON ITS METAL ROOFING AND SIDING, NAMELY THE MS-1, MS-2, MS-3, MS-4, MS-AUTHENTIC, HARRYWOOD, NORWOOD, VERSA, METAL BLOCK, MINI METAL BLOCK, MS-750 (I), MS-380 IN PREPAINTED STEEL IN THE TEXTURAL III AND TEXTURAL IV COLOUR SERIES, UNDER RESERVE OF THE FOLLOWING TERMS AND CONDITIONS.

THE WARRANTY COVERS ALL PAINT DEFECTS (CHIPPING AND/OR PEELING), DISCOLORATION AND CHALKING ON SAME PURSUANT TO NORMAL USAGE IN NORMAL CLIMACTIC CONDITIONS.

DURING THE FIRST 30 (THIRTY) YEARS, THE DISCOLORATION SHALL NOT ATTAIN RESPECTIVELY 5 DELTA E HUNTER UNITS IN THE CASE OF A VERTICAL APPLICATION AND 8 DELTA E HUNTER UNITS IN THE CASE OF A HORIZONTAL APPLICATION FOR THE COLOURS IN THE TEXTURAL III SERIES AS WELL AS 5 UNITS NBS HUNTER FOR THE COLOURS IN THE TEXTURAL IV SERIES WITH PRINTS AND THE MEASURES DECREED BY THE ASTM D2244 Standard.

Measures shall be taken on clean surfaces after eliminating all deposits or any chalking in accordance with ASTM D3964 standard. Any change to coloration (DELTA E) may be measured by a homologated colorimeter producing a reactance reading from the trichromatic filter X,Y and Z system, based on de luminance values at 20C of the CIE in Hunter units L, a and b.

With respect to products with metallic coatings in the TEXTURAL III series, the discoloration shall be uniform during the first twenty-five (25) years. The panels or panel sections which are subject to unequal sun exposure due to installation conditions shall be excluded from this warranty in such unequal zones of exposure.

As to panels with TEXTURAL IV series printed paint, it is impossible to measure the coloring on a printed surface with instruments because of the natural variations of the pattern. However, the appearance of the print shall remain intact and recognizable during the first twenty (20) years of exposure and the discoloration shall be uniform.

DURING THE FIRST 30 (THIRTY) YEARS OF EXPOSURE, FLOURING SHALL NOT EXCEED NO. 8 IN THE CASE OF A VERTICAL APPLICATION AND NO. 6 IN THE CASE OF A HORIZONTAL APPLICATION (Refer to Standard ASTM D4214). IN THE CASE OF METALLIC PAINTS, THIS PERIOD IS LIMITED TO 20 (TWENTY) YEARS (Refer to Standard ASTM D4214, Method A).

THIS WARRANTY APPLIES ONLY TO PRODUCTS USED IN CANADA AND IN THE UNITED STATES (except for Alaska and Hawaii).

This warranty constitutes client's only recourse with respect to whatever product defect or default. MAC OFFERS NO OTHER WARRANTY, DOES NOT WARRANT OR MAKE ANY OTHER CONDITION, IMPLICIT OR EXPLICIT, WRITTEN OR VERBAL, IN REGARDS TO THE PRODUCT, WHETHER BE IT UNDER COMMON LAW, A STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY MERCHANT QUALITY WARRANTY OR ANY INTERPRETATION OF GENERAL OR PARTICULAR USE TO WHICH MAC EXPRESSLY DECLINES ANY LIABILITY TO THE STATED TERMS, WITHIN THE LIMITS PROVIDED BY LAW.

This warranty is transferable to the subsequent purchasers of the property but only (i) if a written notice of the future transfer has been sent to MAC at least 30 days before the said transfer and (ii) if MAC has had the opportunity to examine the product at least 30 days before the transfer and has found no evidence of damage to the product; should there be a lack of notice as stated above or in the case of notice of damage by MAC, the warranty will not apply.

APPLICATION

The client must inspect the MAC panels prior to their installation so that expenses are limited should the material be recognizably faulty or non-compliant. MAC's liability is limited to manufacturing and providing replacement panels in order to provide products compliant to performance pursuant to the original warranty. Labour costs and other costs related to replacement are the client's responsibility.

The replacement of faulty panels does not extend the warranty. Notwithstanding, the remaining warranty will continue to apply on replacement parts.

MAC's liability from the sale of or providing metal panels, their installation or their use, whether based on a warranty, a contract or a tort, is limited to the current purchase price of the material corresponding to the faulty part of the MAC panels which are to be replaced. MAC shall not be held liable in any way for direct or indirect, accessory, secondary or special damages sustained by the client or whomever in relation to the purchase, the installation or the use of MAC panels or of any other damages related to labour or those caused by a loss of the use of the property or the contents of the property.

CLAIMS

1. To make a claim, the buyer must notify MAC in writing within thirty days of the discovery of the defect. Failing to invoke the defect within statutory limits shall invalidate this warranty.
2. The notice must contain a complete description of the material and must include the original bill of sale, the date of the appearance of the defect and pictures supporting the claim. The notice must be forwarded to MAC by e-mail at info@macmetalarchitectural.com.
3. The buyer shall provide MAC with all available options to inspect the metal panels before any changes are made to them.
4. All of the claims shall be subject to a prior investigation in order to determine the cause and its admissibility.

EXCEPTIONS TO THE WARRANTY:

1. If the metal panels are not properly installed in accordance with MAC instructions, the Company is not liable for the material sold.
2. If the metal panels are constantly exposed to aggressive and/or corrosive atmospheric conditions, this warranty is not applicable because metal panels are not made for aggressive environment use, such as:
 - 2.1 Conditions relating to exposure or constant water wash by salt water or salt water spray, other salts or to soft water fumes.
 - 2.2 Conditions relating to the permanent exposure to corrosive chemical products, smokes, ashes, cement dust, organic residues or animal excrements.
 - 2.3. If products are in direct contact with or washed by water transiting lead, copper or any other material zones which are incompatible with steel (i.e. fascias, gutters, eaves, etc.)
 - 2.4. Conditions or circumstances which promote the formation and the condensation of corrosive smoke inside the property.
3. The Discoloration Warranty does not cover metallic paints from the TEXTURAL III and TEXTURAL IV series because, for such products, this phenomenon cannot be precisely measured by a trichromatic spectro photometer. The panels or sections of panels are excluded from a uniform discoloration warranty when they are subject to highly unequal exposure to sun and for all unequal exposure zones. The discoloration warranty does not apply to the paint systems on polyurethanes with a clear finish.
4. If the metal panel incline is less than 10 degrees when they were manufactured in TEXTURAL III series and to 15 degrees when they were manufactured in TEXTURAL IV series.
5. If the metal panels have suffered mechanical, chemical or any other type of damage during transport or storage on the construction site or during installation.
6. If water evacuation is prevented or the metal panels are subject to permanent condensation.
7. If damages or defects are linked or result from panel manufacturing or embossing or their adjacent moldings.
8. If the damages which could be caused to the client result in a difference from the pre-painted panels on lots installed at different stages of the project and/or associated with different orders and/or to the difference between existing lots of panels replaced under the warranty.
9. If the damages were caused directly or indirectly by hidden staples on the metallic panels.

10. If the panels were in permanent contact with wet or rotten wood, humid insulation or other corrosive products.
11. If the damages are due to the weakness in the substrate steel or faulty basic steel, or the steel is not compatible with Standard ASTM AZ 275 (G90).
12. If the damages are due to the use of installation accessories incompatible with MAC products.
13. If the damages are directly or indirectly caused by residual particles of the metal when the metal is hot cut or with the use of circular tools.
14. If the damages are caused by exposure to the cut banks or to stapling the panels on different types of moldings.
15. If the damages are caused by the formation of or falling ice, frozen snow or hail.
16. If the damages are caused by the installation, use of or broken snow barriers or by any other equipment used to retain snow on roofs.
17. The warranty does not apply to damages resulting from a landslide, structural defects or any other cause not attributable to an inherent defect to the manufacturing of MAC materials.
18. The warranty does not apply in the case of force majeure or natural disasters (explosions, fire, riots, acts of war, tornadoes, earthquakes or other external forces).