

# LIMITED 40-YEAR WARRANTY

Klauer Painted Galvanized K-Rib metal roofing panels, metal building trim, roof edge, flashing, rain-carrying products and aluminum siding accessories with a color-coated finish when properly installed for the product's intended use will resist normal weathering conditions for a period of 40 years after installation, or 40 years and six months after date of shipment (whichever comes first).

**This warranty is subject to the following terms and conditions:**

The sole and exclusive remedy for any claims arising from a defective color-coated finish on said products shall be limited to refinishing or replacing the defective products, or at the election of Klauer Manufacturing Company, a refund of the purchase price on a depreciated basis. KLAUER MANUFACTURING COMPANY SHALL NOT BE LIABLE IN CONTRACT, INTORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE FOR ANY LOSSES, DAMAGES OR EXPENSES, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, CAUSED BY OR RESULTING FROM THE USE OF ANY PRODUCT OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE PRODUCT IS A CONSIDERATION IN LIMITING KLAUER MANUFACTURING COMPANY'S LIABILITY. The parties agree that the exclusion of consequential damages shall remain in full force and effect even if the remedies for breach of warranty fail of their essential purpose. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to a particular consumer.

The express warranty stated herein is the exclusive warranty applicable to the product. ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. Some states do not allow the exclusion or limitation of implied warranties, so this limitation or exclusion may not apply to a particular consumer.

Claims under this warranty must be made in writing to Klauer Manufacturing Company within 40 days after discovery of the defect. Klauer Manufacturing Company shall have an additional 60 days to inspect material subject to claim before any further action shall be taken. No action shall be brought for any breach of this contract more than one year after the accrual of the cause of action. Claims are for said product(s) only. Labor charges or any other installation fees are not a part of this warranty, and said charges will not be honored.

Abnormal atmospheric conditions to which this warranty does not apply include, but are not limited to, hail, exposure to salt, corrosive or harmful chemicals in the air or atmosphere or other abnormal atmospheric conditions of a similar or dissimilar nature.

This warranty shall not be applicable to damage or defects caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion, acts of war, excessive radiation, excessive salt atmospheres chemicals and foreign substances in the air or atmosphere.

Defects or damage to Klauer products with a color-coated finish caused by handling, shipping, storage, installation, moisture or other contaminants detrimental to the product prior to installation and storage or installation which allows contact with animals and/or animal waste are not covered by this warranty. Further, this warranty shall not extend to minor hairline cracking in the color-coated finish as well as non-uniform weathering or wear under non-uniform weathering or wear conditions.

This warranty is extended to Buyer as the original purchaser from Seller and is not transferable and non-assignable even if Seller's products are sold or otherwise transferred. No rights against Seller shall be created by transfer or assignment, nor shall any rights against Seller survive any transfer or assignment. No buyer may imply nor permit its customers, distributors, applicators or contractors to claim extension of warranty to any party other than original purchaser.