

# 25 YEAR LIMITED WARRANTY SILICONE-POLYESTER- ROOF & WALL KIRBY- COOL PAINT SYSTEM

KIRBY BUILDING SYSTEMS, hereinafter referred to as Kirby hereby warrants to the Builder/Contractor named below, hereinafter referred to as Builder Silicone Polyester – KIRBY-COOL color coated panels for a period of twenty-five (25) years from date of shipment, against chipping, peeling, blistering, or excessive fading and chalking. THE FOREGOING EXPRESS WARRANTY IS SUBJECT TO THE FOLLOWING PROVISION:

KIRBY MAKES NO WARRANTY, NOR EXTENDS ANY GUARANTEE OF PERFORMANCE EITHER EXPRESS OR IMPLIED, BEYOND THAT GIVEN HEREIN, INCLUDING AND WITHOUT LIMITATION, WARRANTIES OF FITNESS AND/OR MERCHANTABILITY. IN NO EVENT SHALL KIRBY BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, OR OTHER LOSS TO THE BUILDING OR ITS CONTENTS OR OTHER MATERIALS, OR ANY LOSS OR PROFITS ARISING THEREFROM.

This warranty shall become valid only when Kirby has received full payment for the materials covered herein, and only when the warranty is signed by both an authorized Kirby representative and the Builder. The terms of this warranty shall commence at the date of shipment identified on the reverse side. No modifications as to any of the terms and conditions of this warranty shall be valid unless agreed to in writing by Kirby and the Builder. THIS WARRANTY IS FOR THE SOLE BENEFIT OF THE OWNER AND IS NOT TRANSFERABLE OR ASSIGNABLE.

1) This warranty is applicable only for locations within the contiguous United States which is not subject to corrosive or aggressive atmospheric conditions. This warranty excludes locations in the vicinity of or traceable to tide water's or discharges of harmful chemical substances and will not be applicable to damage caused by corrosive or aggressive atmospheres such as those contaminated with chemical fumes or salt spray or atmospheres containing abnormal or excessive quantities of chemicals, salts, sand or dirt particles.

2) This warranty does not apply to or cover any damage caused by or associated with (a) defects in or failure of any part of the foundation of the building, (b) earthquakes, tornadoes, hurricanes, or other acts of God, explosion, fire, riot, or civil commotion or acts of war, (c) falling objects, scraping, or damage to any part of the warranted material caused by physical blows, (d) hanging or suspension of any weight, in excess of the designated conditions, (e) contact with or exposure to radiation, gases, fumes, chemicals, foreign substances in the atmosphere, abnormal environmental conditions, or corrosive materials, (f) water runoff from lead or copper flashings or areas in contact with lead or copper, (g) mechanical, chemical or other damages sustained during shipment,

storage, erection or after erection, (h) failure to provide free drainage of water including internal condensation, (i) failure to remove debris from overlaps and other surfaces, (j) damage caused by improper scouring or cleaning procedures, (k) deterioration caused by contact with green or wet lumber, (l) presence of damp insulation or other corrosive materials, (m) panel contact with fasteners, (n) area at or within the immediate vicinity of condensate from cooling equipment, (o) any alternations or modifications to Kirby materials (p) negligence and/or (q) any other occurrences beyond Kirby's control.

3.) Warranty coverage as to excessive chalking on all colors is limited to chalking in excess of 8 units as set forth in ASTM D4214-98. The measurement of chalking shall be made by using the Gardner Laboratory, Jacobson Chalk Tester on a 7/8" Round Model. Fading of all colors, including white, must be in excess of 5 NBS Hunter units. Color measurements shall be as set forth in ASTM D2244-02, paragraph 6.2.2 CIEL\*a\*b\*, 10° after proper cleaning of the surface, per ASTM D-3964-80 (1989). This Warranty does not apply to color defects which are not reasonable noticeable at a distance of five (5) feet or to hairline crazing. This warranty does not apply to the interior or reverse side finish.

4) In the event of any defects in the materials covered by this warranty, Owner must notify Kirby in writing within thirty (30) days after the discovery of such defects, or the Owner shall be deemed to have waived any remedy for the breach of this warranty. As a condition precedent to Kirby's liability under this warranty, Owner must present with his written claim to Kirby the original or a copy of the face of this warranty or duly authenticated record so as to enable Kirby to verify this warranty. Owner shall also present Kirby such evidence that establishes any claimed non-conformance or defect was due to a breach of this warranty, and Kirby shall have a reasonable time to verify said non-conformity. Kirby's liability for breach of this warranty shall be limited to the repainting of non-conforming panels or the supplying of replacements for non-conforming panels. In the event of a breach, Kirby shall have the sole discretion to determine which of the above methods will be utilized to provide the prorated performance remaining under this warranty.

5) This warranty shall be construed and interpreted in accordance with the laws and customs of the State of Tennessee.

6) All notices given to Kirby pursuant to this warranty shall be in writing and sent by certified mail, postage prepaid, return receipt requested, as follows: Kirby Building Systems, Attn: Field Services Department, P. O. Box 390, Portland, TN 37148

**Kirby Project#**

**Owner Name:**

**Builder:**

**Building Location:**

**ORIGINAL OWNER** \_\_\_\_\_

**BUILDER** \_\_\_\_\_

**Date of Shipment:**

Sales Service Manager

25 yr. SHLC.