

## **Dura Tech™ xl / Dura Tech™ nt Limited Warranty**

ASC Profiles LLC (“ASC”) provides the following limited warranty to the original homeowner identified on the face of this limited warranty (the “Purchasing Homeowner”) for installed Dura Tech xl / Dura Tech nt coated steel panels (the “Product”) used on SimplyTough Metal Buildings .

### **THIS LIMITED WARRANTY IS NON-TRANSFERABLE.**

No representative, dealer, reseller, employee, installer or any other person is authorized to make, modify or change this limited warranty or make any other warranty, representation or promise on behalf of ASC with respect to the Product. No term or condition other than those stated in this limited warranty and no agreement or understanding, whether oral or written, in any way purporting to modify or change this limited warranty will be binding on ASC, unless made in writing and signed by the President of ASC.

### **What This Warranty Covers and How Long This Warranty Lasts.**

Subject to the terms and conditions contained in this limited warranty, ASC warrants that as long as the Purchasing Homeowner owns the SimplyTough Metal Buildings stated on the face of this limited warranty:

- (1) The paint on the Product will not, for a period of 25 years after installation (but not longer than 25 years, 6 months from application of coating):
  - (a) Crack, flake or peel (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Slight crazing or cracking, which may occur during fabrication of the building parts, and spangle cracking are not covered under this limited warranty.
  - (b) Change color more than 5 Hunter delta-E units as determined by ASTM method D-2244-02. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and ASC does not warrant that color changes will be uniform.
  - (c) Chalk in excess of ASTM D-4214-98 method AD659 number 8, when properly maintained as described in this limited warranty.

**In no event will the original limited warranty period set forth above be extended by a warranty claim.**

### **For the Limited Warranty to Apply, the Following Must be Met:**

**Registration Requirements.** This limited warranty is not valid until it is registered with ASC by returning the completed registration form (below) within 150 days of the date of shipment by ASC.

**Installation information.** The Product must be installed to prevent standing water and condensation. The roof pitch must not be less than 1/4:12. Responsibility for selection of suitable long-lasting fasteners to be used with the Product rests solely with the Purchasing Homeowner or the installer it chooses. Although ASC may provide information to aid in selection of fasteners, the provision of such information by ASC will not constitute an endorsement or warranty of performance of the Product with those fasteners under any conditions.

**Maintenance Requirements.** The Product must be washed regularly, either by sweet or tap water or by cleaning with 1/3 cup of Tide® detergent or other common detergent containing less than 0.5% phosphate dissolved in one gallon of water. A clear water rinse should follow immediately. The Product must not be cleaned with abrasive or chemical cleansers. Cleaning must include the underside of any panel overhang where the underside is exposed to the weather. If Product is installed in a mild marine environment, less than 1 mile and greater than 1,000 feet from breaking surf, Product must be washed two times per year.

### **What ASC Will Do.**

ASC will repair or replace the defective Product or at the sole option of ASC, refund the purchase price for any defective Product to the Purchasing Homeowner. **This is the Purchasing Homeowner’s sole and exclusive remedy against ASC.**

### **What This Limited Warranty Does Not Cover.**

- (1) This limited warranty applies only to Product installed on SimplyTough Metal Buildings within the Contiguous United States, Alaska, Canada and Mexico.
- (2) This limited warranty applies only to the Purchasing Homeowner stated in on the face of this limited warranty, and is not transferable and not assignable to any other person or entity.
- (3) This limited warranty does not cover industrial applications such as steel mills, power generating stations, oil fields, oil refineries, ore mines, chemical plants, paper mills, or other unusual environmental exposure. Customer is required to consult with ASC before any installation takes place on industrial applications and ASC reserves the right to determine whether or not the Product will be covered by this limited warranty.
- (4) This limited warranty will be null and void unless the Product has been paid for in full.
- (5) Corrosion or loss of paint adhesion as a result of embossing or perforating the Product is not covered by this limited warranty.
- (6) This limited warranty does not apply to areas that are sheltered from rainfall or that do not provide drainage.
- (7) This limited warranty does not apply in the event of deterioration to the Product caused directly or indirectly by contact with fasteners, including deterioration of the Product caused by galvanic corrosion/dissimilar metals.
- (8) Product that is improperly installed or maintained is not covered by this limited warranty.

*(Continued on the reverse side.)*

# SIMPLY TOUGH™

## METAL BUILDINGS

### Dura Tech™ xl / Dura Tech™ nt Limited Warranty (Continued)

- (9) This limited warranty does not cover any Product located 1,000 feet or less from a salt-water and/or marine environment
- (10) The Product must not be cleaned with abrasive or chemical cleansers.
- (11) This limited warranty does not cover damages or conditions resulting from circumstances beyond ASC's control, including, without limitation, the following:
- (a) Acts of God, falling objects, explosions, external forces or fire;
  - (b) Unusual or aggressive atmospheres such as those where the Product is exposed to or contaminated with harmful or corrosive chemicals or salt spray;
  - (c) Standing or ponding water on the Product;
  - (d) Significant differences in insulation below the coated metal panel;
  - (e) Failure to store or install Product in a way that allows for adequate circulation;
  - (f) Condensation or other contamination or damage attributable to improper shipping, packaging, handling, processing or installation;
  - (g) Failure or damage resulting from edge corrosion;
  - (h) Scratching or abrading during or after installation;
  - (i) Prolonged contact with or removal of vegetation, dirt or gravel;
  - (j) Sustained exposure to animals or animal waste;
  - (k) Where the Product is in contact with, or subject to runoff from lead; copper; CCA, ACQ, CA or other treated lumber; green or wet lumber; fire retardant treated wood, shakes or shingles; or wet insulation;
  - (l) Mishandling of the Product, including abuse, alteration, modification, improper use or storage before installation;
  - (m) Damage from snow or ice removal or aggressive pressure washing;
  - (n) Fallout or exposure to corrosive fumes, ash or cement dust; or
  - (o) Damages or conditions at the point(s) and adjacent areas where material has been attached or adhered to the Product.

#### How To Get Service.

ASC must be notified within 20 days after discovery of any alleged condition giving rise to a claim, and ASC and its representatives must be allowed an opportunity to inspect and if required, obtain a sample of the Product. ASC may also ask you to provide at your expense, pictures of the Product and/or samples of the Product for testing. To make a claim or obtain service under this limited warranty, the Purchasing Homeowner must call ASC at 1-800-360-2477 or submit your claim in writing to ASC Profiles, 2110 Enterprise Blvd., West Sacramento, CA 95691, Attn: Claims Administrator.

**Limitations.** THIS LIMITED WARRANTY IS ASC'S SOLE AND EXCLUSIVE WARRANTY REGARDING THE PRODUCT AND IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OF QUALITY. ALL WARRANTIES OTHER THAN THIS LIMITED WARRANTY (INCLUDING ALL IMPLIED WARRANTIES LISTED IN THE PREVIOUS SENTENCE) ARE EXPRESSLY EXCLUDED AND DISCLAIMED. TO THE EXTENT APPLICABLE LAW PROVIDES THAT ANY IMPLIED WARRANTIES MAY NOT BE EXCLUDED OR DISCLAIMED, THOSE WARRANTIES ARE LIMITED IN DURATION TO THE SHORTER OF (i) THE DURATION OF THE EXPRESS WARRANTY PROVIDED IN THIS LIMITED WARRANTY OR (ii) THE SHORTEST DURATION REQUIRED BY APPLICABLE LAW.

IN NO CASE WILL ASC BE LIABLE TO ANY PERSON OR ENTITY FOR PROPERTY DAMAGE OR PERSONAL INJURY IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, OR OTHERWISE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS TO THE BUILDING OR ITS CONTENTS OR ANY OTHER LOSS, REGARDLESS OF THE CAUSE OF SUCH DAMAGE AND WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF ASC, EVEN IF ASC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. ASC'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE PURCHASE PRICE PAID TO ASC FOR THE PRODUCT IN QUESTION.

Some states do not allow limitations on how long an implied warranty lasts and or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state.

*This limited warranty applies to any Product installed on or after November 13, 2017 (the limited warranty in effect at the time the material is originally installed is the applicable limited warranty). This limited warranty replaces all prior warranties.*