

ATAS INTERNATIONAL, INC.

20 YEAR LIMITED PRODUCT WARRANTY

Certificate Number

Completion Date 00/00/00

Owner

Project



Phone

Fax

Email

Invoice Numbers

Style

Material

Finish

Color

Texture

Total Sqft.

This is to certify that the ATAS International, Inc. (ATAS) Cladding and Roof Panels sold by ATAS are manufactured by ATAS in accordance with the highest standards of engineering and production skills from durable, high quality coated materials.

ATAS warrants that its panels (PRODUCTS) upon delivery, are free from defects in material and workmanship, excluding any freight damage. The term "free from defects in material and workmanship" does not include material that has received cut edges, been exposed to perforation processes, or waviness present in the flat area of the panels, due to inconsistency in the alloys, galvanizing process, light gauge metals, uneven substrates, installation and/or misalignment of support systems over which the panels are applied, which the industry has accepted as being prevalent and normal. Such waviness shall not be the cause for a claim under this or any other warranty.

This Limited Warranty covers the PRODUCT, as stated in paragraphs 2, 3, or 4, exposed to normal atmospheric conditions (which term excludes corrosive or aggressive atmospheric conditions such as, but not limited to, those contaminated with chemical fumes or direct salt spray (salt spray exclusion omitted on aluminum material)) in the Continental United States. This Limited Warranty shall not apply where the PRODUCT failure is the result of fire, lightning, hurricane, tornado, windstorm, hailstorm, war or civil disturbance, vandalism, foot traffic, or other willful or accidental abuse, damage by other trades, inappropriate fastener selection or fastening methods, or other causes beyond the control of ATAS.

This Limited Warranty is for material only and does not include defects resulting from damage caused by other trades or materials substituted for, or used in addition to, ATAS's PRODUCT, or when failing to provide simple and/or reasonable maintenance to the PRODUCT. This Limited Warranty is only for material supplied by ATAS and not for any other material obtained from other sources or not engineered and manufactured by ATAS. This Limited Warranty will not extend to or cover the damage to the PRODUCT due to improper shipping, handling, installation (which term includes failure to permit drainage of standing water), or failure to remove the protective masking, metal dust and shavings.

ATAS INTERNATIONAL INC. Certificate Number (continued)

ATAS warrants the "PRODUCT" only against defects in manufacture, not against damage due to other cause. This Limited Warranty does not cover damage which results from causes such as (but not limited to) earthquake, flooding, standing water, hurricane, tornado, windstorm, hail (except to the extent expressly provided herein), falling or wind-borne objects, collision, riot, insurrection, vandalism, lightning, fire, explosion, distortion, shifting, settling, or shrinkage of structural members or adjoining surfaces, exposure to harmful chemicals or materials, fumes, vapors or salt spray, directly applied or in the atmosphere, faulty installation, foot traffic, misuse, abuse, negligence, or failure to provide periodic maintenance.

ATAS warrants that the finish covered by this warranty, which are installed in the United States, Canada and Mexico, will resist weathering to the extent that they will conform to the performance standards listed below during a period of 20 years after coating for film integrity and a period of 20 years after coating for both chalking and color change, provided that all conditions of this warranty are first met. Provisions a) through c) below apply to buildings installed north of the 15 parallel of latitude in the Northern Hemisphere. Only provisions (a) applies to buildings installed south of this latitude:

- a. Vertical installations of Fluoropolymer, Kynar 500/Hylar 5000 finish will not change color more than 5 NBS (Hunter) units and non-vertical installations will not change color more than 7 NBS (Hunter) units. Color measurements are to be made per ASTM D2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D3964; and
- b. Vertical installation of Fluoropolymer, Kynar 500/Hylar 5000 will not chalk more than a number 8 rating, and non-vertical installations will not chalk more than a number 6 rating, when measured per ASTM D 4214, Method A.

This is an anti-weathering limited warranty and does not apply to other causes of degradation, including:

- a) Finish product which has suffered cut edges, scratching or abrasion or impact by a hard object or has received perforation processing; failure to remove the protective masking, metal dust and shavings; has been abused, altered, modified, used in a manner not originally intended or stored contrary to instructions of ATAS or the coil coater, or in accordance with good industry practice; is damaged due to moisture entrapment in coils and/or bundles during transit or storage; is stored or installed in a way which allows standing water on the coating or in any chemical aggressive environment containing fumes, ash, cement dust, carbon black, salts or other chemicals, whether naturally occurring or caused by man; is stored or installed in an environment that includes a high degree of humidity, sand, dirt, or grease, whether naturally occurring or caused by man; is stored or installed in a way which allows contact with animals and/or animal waste or its decomposition products; is stored or installed in an area, or in such a way that damage can occur due to poor air circulation; is stored or installed in areas which are subject to fallout from copper, lead, nickel, or silver; has suffered any damage caused by acts of God, radiation, falling objects, explosion, fire, riot, civil commotions, acts of war, foot traffic, or other external forces beyond the control of ATAS.

This Limited Warranty will not become effective if the invoice/contract for this project is not paid in full to ATAS International, Inc. in accordance with the standard terms and conditions set forth in agreement of sale or contract.

This writing embodies the entire Limited Warranty of ATAS and NO OTHER WARRANTIES are given beyond those set forth herein. ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and are not part of this agreement or any other contract for sale. ATAS neither assumes, nor authorizes, anyone (including but not limited to salesmen, dealers, contractors, builders, applicators and distributors) to assume or create for it other obligations or liabilities in connection with its PRODUCTS, or to alter, amend, or modify in any way, any term, or provision of this Limited Warranty.

WARRANTY REGISTRATION CERTIFICATES MANDATORY.

Completion and submission of the attached "Application for Registration" within the time limits, and in accordance with the instructions thereon, is a condition precedent to Limited Warranty coverage. There is no Limited Warranty coverage, expressed or implied, if the "Application for Registration" is not completed, validated and mailed to: ATAS International, Inc., 6612 Snowdrift Rd., Allentown, PA 18106 as instructed, and the certificate is sent via certified mail. Warranty certificate must be issued by an authorized officer of ATAS International, Inc.

To be valid, any claim must be submitted by the Owner to ATAS in writing, within the guarantee period, and within 30 days after the Owner becomes or should have been aware of any alleged defect, giving the details of the complaint, date of installation, name of dealer/contractor, representative photos, and a copy of the original warranty certificate. This must be sent, certified mail with return receipt to: ATAS International, Inc., 6612 Snowdrift Rd., Allentown, PA 18106 Attention: Limited Warranty Service Department. ATAS must be given reasonable opportunity to inspect the PRODUCT claimed to be defective, determine responsibility, and affect a solution prior to initiation of any repair or replacement of the PRODUCT. ATAS shall be reimbursed by Owner for all expenses related to the investigation of the

complaints, if the complaints are not the responsibility of ATAS, as covered under the rules set forth in this document.

A deposit is required prior to inspection; ATAS, in its sole discretion will determine the amount of the deposit for the inspection. The owner will provide free access for the performance of Limited Warranty inspections and services and be responsible for extra costs due to inability to gain access for Limited Warranty inspections or services after reasonable advance notice. Any repair, refinishing, or replacement not authorized by ATAS shall release ATAS from all liabilities and obligations with respect to the "PRODUCT" involved.

ATAS's liability under the terms of this Limited Warranty will be limited to a period not exceeding the period of any Limited Warranty running from customer to its customer and limited to the direct cost of refinishing or replacing the failed PRODUCT. Refinishing of the failed metal shall be performed by using standard finishing practices and materials, not necessarily replacing the PRODUCT, at ATAS discretion. ATAS will in all instances have the option of determining whether refinishing or replacing shall be utilized to fulfill its obligation. In no event however, shall ATAS's responsibility extend to any consequential damages, and in all cases, ATAS reserves the right to approve and negotiate the contract for such repainting or replacing. In event of refinish or replacement, the cost shall not exceed the original purchase price of the PRODUCT, less 5% for each year lapsed since the date of purchase of the material.

The original Limited Warranty period is not extended by any Limited Warranty service or replacement. The remaining Limited Warranty period continues in effect, and applies under the conditions hereof, to the Limited Warranty service or replacement.

The laws of the State of Pennsylvania shall govern the rights and duties of the parties under this agreement and jurisdiction and venue is fixed exclusively in Lehigh County, Pennsylvania.