

ATAS INTERNATIONAL, INC.

50 YEAR STEEP SLOPE 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 INTERNATIONAL, INC. (ATAS) warrants the product noted above, installed on a single family residence, when properly installed on the structure, at the address and on the date shown herein will not, by reason of defects in manufacturing, during the limited warranty period while affixed to the structure described above, under conditions of ordinary wear, burn or support combustion, warp, rot, or perforate as a result of hail impact. In addition, the "Coated System Limited Warranty" is warranted for twenty (20) years to have a color change no greater than six (6) NBS units and chalk no more than a seven (7) rating. Color change determination shall be made on a cleaned section of product in accordance with ASTM D-2244-79. In the event the building owner requests testing for color retention, all testing cost will be at the owner's expense unless the coating fails to perform within the above stated guidelines. If the coating fails to perform within these guidelines, the owners will be reimbursed at a cost consistent with industry standards, within thirty (30) days of notification and after receiving a copy of the paid invoice.

NON-PRORATED TWENTY-YEAR LIMITED PRODUCT AND COLOR WARRANTY

If the owner notifies ATAS within twenty (20) years after installation that the "PRODUCT" has failed by reason of defects in manufacture, to perform in accordance with the above "Coated System Limited Warranty" standards, ATAS, after validation of the complaint by inspection by an authorized representative of ATAS, will either repair, refinish or replace such "PRODUCT", including all labor and materials at no cost to the owner. ATAS may freely select, at its option, among the foregoing alternatives or, in lieu of any of them and any of the alternatives provided under the prorated thirty (30) year Limited Warranty below, refund a cash amount equivalent to the original purchase price for the "PRODUCT".

PRORATED THIRTY YEAR LIMITED PRODUCT WARRANTY

If the owner notifies ATAS during the remaining thirty (30) years of the Limited Warranty period that the "PRODUCT" has failed, by reason of defects in manufacturing, to perform in accordance with the "Coated System Limited Warranty" standards. ATAS, after validation of the complaint by inspection by

ATAS, will refinish or replace the defective "PRODUCT" only on the following basis:

During the twenty-first (21) year of the Limited Warranty period, and thereafter, for each succeeding year through the thirtieth (30) year of usage, ATAS's liability shall be reduced by 5% per annum. From the thirty-first (31) to the fiftieth (50) year ATAS's liability shall be reduced by 2.5% per annum. This Limited Warranty is for material only, excluding labor to install replaced product and does not include defects resulting from installation or damage caused by other materials substituted for, or used in addition to, ATAS' "PRODUCT", including accessories, and is valid only if the genuine ATAS "PRODUCT" and Accessories were used. Excluded from this warranty is any and all damage to said roof, building, or contents caused by the acts or omissions of other trades or contractors.

The basis for calculating prorated costs is as follows: the material cost for replacing any "PRODUCT" shall be the prevailing cost thereof in the geographic area of the installation at the time of replacement.

Costs not contributed by ATAS shall be paid by the owner before any replacement commences, such as freight, taxes, permits, other sundry cost, and the owners prorated share of the material cost. In lieu of its prorated obligation to replace defective product, ATAS may, at its sole option, repair or refinish defective product.

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.

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 chemically 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, riots, civil commotion's, 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.

Any repair, refinishing or replacement not authorized by ATAS shall release ATAS from all liabilities and obligations with respect to the Products involved.

ATAS reserves the right to discontinue and/or make changes in any of its PRODUCTS. In the event the PRODUCT referred to in this Limited Warranty is not available, ATAS, at its discretion, will replace material of equal grade, quality, and price, not exceeding the original purchase price of the PRODUCT.

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 Berks County, Pennsylvania.