



## Guardian Guarantee PRODUCT WARRANTY



### 50 YEAR ONE-TIME TRANSFERABLE SMP PAINTED STEEL

PAINT FILM INTEGRITY **50-YEAR** LIMITED WARRANTY  
PAINT FADE & CHALK **30-YEAR** LIMITED WARRANTY  
STEEL SUBSTRATE **50-YEAR** LIMITED WARRANTY

Gulf Coast Supply & Manufacturing, LLC (GULF COAST) is pleased to offer this fifty (50) year limited warranty to the herein-identified customer (CUSTOMER) concerning sales of SMP (COATING) coated AZ50 steel roofing and siding panels (PRODUCT) installed in the Continental United States.

#### SECTION A: WHAT IS COVERED BY THIS LIMITED WARRANTY?

- 1) Subject to the provisions contained herein, GULF COAST warrants that for **fifty (50) years** from installation, CERAM-A-STAR® will not peel, flake, or otherwise lose adhesion ("Film Integrity") to an extent that is apparent on ordinary outdoor visual observation. NOTE: Slight crazing or cracking may occur on roll-formed edges or break bends at the time of forming and is considered standard – such crazing or cracking shall not constitute a basis for a complaint under this Limited Warranty. Further, this Limited Warranty does not cover failure due to substrate issues including, but not limited to, corrosion. Various metals may react differently under different atmospheric conditions.
- 2) For **thirty (30) years**, sidewall panels of CERAM-A-STAR® 1050 SELECT will not change color ("Color Fade") more than five (5)  $\Delta E$  (delta E) Hunter units and roof panels will not change more than seven (7)  $\Delta E$  (delta E) Hunter units when measured per ASTM D2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964; and
- 3) For thirty (30) years, sidewall panels of CERAM-A-STAR® 1050 SELECT will not chalk ("Chalk") more than a number eight (8) rating, and roof panels will not chalk more than a number six (6) rating when measured per ASTM D 4214, Method A. This Warranty applies solely to GULF COAST "inventoried stock."
- 4) For **Fifty (50)** years from the date of shipment of PRODUCT from GULF COAST's vendor to GULF COAST, PRODUCT will not, as a result of corrosion, rupture, fail structurally, or perforate when installed at least **1500ft** from salt or brackish water.
  - a. Within the first (10) years of warranty coverage, a 1x transfer provision is granted, provided the transferred warranty is registered at [www.gulfcoastsupply.com](http://www.gulfcoastsupply.com) within 30 days of ownership transfer. The coverage period will be the unused original coverage under the same terms granted initially. 1x transfer provision applies only to paint finish warranty

#### SECTION B: WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

1. GULF COAST is not responsible for and provides no warranty for damage or conditions resulting from circumstances beyond GULF COAST's control, to include, without limitation:
  - A. Installation subject to sea spray, within 1500 ft. of salt or brackish water, or subject to constant spraying of water.
  - B. Intermittent or continual submersion in water or any other liquid or solid material.
  - C. PRODUCT installed in areas subject to fallout or exposure to unusual fumes or foreign substances in the atmosphere or standing water. Including, without limitation, corrosive chemicals, ash, fumes, cement dust, animals, animal waste or its decomposition by-products, copper, lead, nickel, silver, fallout from mining or refining operations, and carbon black.
  - D. Conditions and circumstances where corrosive fumes or condensation are generated or released inside the building.
  - E. Installation in areas subject to water run-off from lead/copper flashing/piping or areas in contact with lead/copper or lumber containing same.
  - F. The presence of green or wet lumber, damp insulation, or other corrosive materials in contact with or close proximity to PRODUCT.
  - G. PRODUCT which is stored or installed in a way that allows for poor air circulation.
  - H. Failure to install or handle PRODUCT in accordance with applicable building codes, product approvals, and the manufacturer's specifications and instructions as outlined in the then-current published technical data sheets and/or installation guides.
  - I. Where materials/items are attached/adhered to PRODUCT (e.g., snow guards or solar panels).
  - J. Failure to remove debris from overlaps and all other surfaces of PRODUCT.
  - K. Mechanical, chemical, or other damage sustained during shipment, storage, forming, and fabrication during or after erection.
  - L. Failure to provide free water drainage, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
- M. Deterioration of PRODUCT caused directly or indirectly by contact with fasteners. The selection of suitable long-lasting fasteners to be used with the PRODUCT rests solely with the CUSTOMER.
- N. Slopes of the roof or sections of the roof flatter than 1/4:12.
- O. Bends less than 2T for sheet thickness 0.030" and thinner and less than 4T for sheet thickness 0.031" and thicker, or forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension.
- P. Cut edge corrosion.
- Q. Fire, other casualty or physical damage, damage from wind, deliberate damage, improper handling by erectors, or damage from cleaners
- R. Mishandled PRODUCT, e.g., ANY PRODUCT WHICH HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED OR STORED CONTRARY TO GULF COAST's INSTRUCTIONS.
- S. Embossing that fractures or severely stretches the film (i.e., the film is diminished at the point of emboss by greater than 0.20 mils).
2. This warranty does not cover damage or deterioration that occurs before installation, including, without limitation, damage occurring during shipment of the PRODUCT to the job site or during storage at the job site.
3. GULF COAST does NOT warrant that COATING will weather uniformly. COATING may fade or chalk non-uniformly under normal conditions, and uneven weathering, fading, or chalking is NOT covered by this warranty.
4. In the case where metal coil or flat sheets are supplied by GULF COAST, and the finished PRODUCT is roll formed or otherwise fabricated by another entity, GULF COAST shall have no liability for damage which GULF COAST attributes to the fabrication process by another entity.

## SECTION C: WHAT MUST CUSTOMERS DO TO KEEP THIS LIMITED WARRANTY COVERAGE?

1. CUSTOMER shall perform a "sweet water" / fresh tap water rinse twice a year, or more frequently as needed, to avoid salt residue accumulation in accordance with AAMA 610.1.1979. The product must not be cleaned with abrasive or chemical cleaners. The building owner shall maintain records of the maintenance.
2. CUSTOMER shall exercise diligence in inspecting the PRODUCT received from GULF COAST to mitigate repair or replacement. No warranty shall apply to panels installed despite containing defects discernable by reasonable inspection.
3. CUSTOMER shall report claims to GULF COAST within 30 days of discovery and shall be reported in writing. GULF COAST shall be given a reasonable opportunity to inspect the PRODUCT claimed to be defective. CUSTOMER must demonstrate that the defective materials were sold by GULF COAST using proper identification of the material involved, including the date of shipment by GULF COAST, the date of installation, and the GULF COAST invoice number.
4. CUSTOMER shall exercise diligence in inspecting PRODUCT when received from GULF COAST to mitigate repair or replacement. No warranty shall apply to the installed PRODUCT despite defects discernable by reasonable inspection.
5. In the event of a 1x transfer, the warranty must be reregistered at [www.gulfcoastsupply.com](http://www.gulfcoastsupply.com) within 30 days of ownership transfer.

## SECTION D: EXCLUSIVE REMEDY

Customer's exclusive remedy and GULF COAST's sole liability for non-conforming PRODUCT shall be limited to:

For warranty conditions 1. and 2.:

GULF COAST will pay for labor and material reasonably necessary to repaint, repair, or replace the non-conforming PRODUCT at GULF COAST's sole option.

For warranty condition 3.:

GULF COAST will furnish to CUSTOMER, FOB CUSTOMER's job site, sufficient PRODUCT to enable CUSTOMER to replace the defective panels or reimburse CUSTOMER for the original cost of the defective PRODUCT, at GULF COAST's sole option.

All Warranty work will be performed by GULF COAST or any company, dealer, contractor, applicator, or distributor selected by GULF COAST. Since there may be a color variance between the replacement or repainted Product and the initially installed product due to normal weathering (i.e., exposure to sunlight and extremes of temperature and weather) of the initially installed PRODUCT, this condition shall not indicate a defect.

## SECTION E: EXCLUSION OF OTHER WARRANTIES

THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY. NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES ARE MADE. ANY SUCH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. THE CUSTOMER WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST THE SELLER AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF GULF COAST. GULF COAST SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. GULF COAST HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY.

## SECTION F: LIMITATION OF LIABILITY

THE LIABILITY OF THE SELLER SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY PRODUCT TO CONFORM TO THE PROVISIONS OF THIS LIMITED WARRANTY. GULF COAST SHALL NOT, IN ANY EVENT, BE LIABLE FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PANEL OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE TO ANYONE BY REASON OF THE FACT THAT SUCH PANELS SHALL HAVE BEEN DEFECTIVE.

## SECTION G: OTHER TERMS

No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, and no course of conduct or performance, in any way purporting to modify this Limited Warranty or to waive GULF COAST's rights hereunder, shall be binding on unless the same be clearly outlined in a writing that expressly refers to this limited warranty and expressly refers to having such effect upon this limited Warranty, and is signed by the authorized representative of GULF COAST.

This Limited Warranty automatically expires upon any change or transfer of ownership of the property on which the metal coated with COATING is installed initially, except for CERAM-A-STAR® branded products. For CERAM-A-STAR® branded products, this Limited Warranty will cover one change or transfer of ownership of the property, providing said transfer takes place within the first ten (10) years from the initial date of installation. This continuation of coverage will be in effect for the unexpired portion of the Limited Warranty period based on the initial date of installation. It shall be offered only to the first change or transfer of ownership. Once the initial ten (10) year period has expired or one (1) change or transfer of ownership of the property has occurred, any change or transfer of ownership of the property will cause automatic expiration of this Limited Warranty for the property on which the metal coated with CERAM-A-STAR® is installed initially.

Notwithstanding anything in this limited warranty to the contrary concerning PRODUCT, in no event shall the warranty obligations of GULF COAST to CUSTOMER exceed the limited warranty obligations of GULF COAST's supplier of PRODUCT (SUPPLIER) extended to GULF COAST (a copy of which will be provided to CUSTOMER upon request), and, in the event, SUPPLIER is not in legal existence at the time of a CUSTOMER warranty claim hereunder, or otherwise fails (for any reason) to make good on its limited warranty obligations extended to GULF COAST concerning such warranty claim, GULF COAST shall have no warranty obligations to CUSTOMER under this limited warranty concerning such warranty claim. CUSTOMER acknowledges that GULF COAST is not the manufacturer of either the metal or the coating warranted herein and agrees that all issues arising from or related to the exceptions set forth herein shall be determined finally and conclusively as to the CUSTOMER by the original manufacturer. The substantive law of the State of Florida shall exclusively govern the rights and duties of the parties under this Agreement. All claims and disputes arising under or relating to this Limited Warranty will be settled by binding arbitration in Alachua County, Florida, or another location mutually agreeable to GULF COAST and CUSTOMER. CUSTOMER warranty claim hereunder or otherwise fails (for any reason) to make good on its limited warranty obligations extended to GULF COAST concerning such warranty claim; GULF COAST shall have no warranty obligations to CUSTOMER under this limited warranty concerning such warranty claim.

The rights and obligations of the parties hereunder shall not be governed by the provisions of the UN convention on contracts for the International Sale of Goods; instead, these rights and obligations shall be governed by the laws of the State of Florida, USA. Any controversy or claim arising out of or relating to this contract shall be determined by arbitration by the Commercial Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be three. The place of arbitration shall be the County of Alachua, Florida, USA. The language of the arbitration shall be English.