

# RED SHIELD WARRANTY



## METAL PAINT FINISH LIMITED WARRANTY

Warranty No. {ins#0} Firestone Project (FBPCO) # {ins#1}  
Purchaser: {ins#3}  
Building Identification: {ins#4}  
Building Address: {ins#5}  
Warranty Period Of: 20 Years Beginning on: {ins#6}  
Roofing Contractor: {ins#7}

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Purchaser that, subject to the Terms, Conditions and Limitations set forth below, the exterior paint finish ("Finish") on the UNA-CLAD brand coil-coated metal ("UNA-CLAD Metal") supplied by Firestone as part of the Firestone Project (FBPCO) Number listed above, will not exhibit the following exterior surface conditions: 1) Peeling, checking or cracking, except for crazing or cracking that may occur on formed edges or bends of the metal roofing panels and trim, 2) Chalking in excess of a numerical rating of Vertical Eight (8), Non-Vertical Eight (8), when measured in accordance with ASTM D 4214 "Standard Methods of Evaluating Degree of Chalking of Exterior Paints," or 3) Fade or change in color in excess of Vertical Five (5), Non-Vertical Five (5) color difference units, as measured on exposed surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces when tested in accordance with ASTM D 2244 3.7.1 and 3.8.4, "Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates."

### TERMS, CONDITIONS AND LIMITATIONS

- Product Usage.** This Metal Paint Finish Limited Warranty (the "Limited Warranty") is limited exclusively to metal roofing panels and trim fabricated from UNA-CLAD Metal and installed in accordance with Firestone technical specifications.
- Notice.** In the event any peeling, checking, cracking, chalking, fading or excessive color change are observed by the Purchaser, the Purchaser must give notice in writing or by telephone to Firestone within thirty (30) days of any such observation. Written notice may be sent to Firestone at the street address or fax number shown on the reverse side of this Limited Warranty. By so notifying Firestone, the Purchaser authorizes Firestone or its designee to investigate the surface condition of the UNA-CLAD Metal.
- Investigation and Remedy.** If upon investigation, Firestone determines that the surface condition of the UNA-CLAD Metal is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Purchaser's sole and exclusive remedy and Firestone's total liability shall be limited to the refinishing of the UNA-CLAD Metal as determined by Firestone to require refinishing. Any and all refinishing work so performed by Firestone in compliance with this warranty shall be performed by using any standard finishing practices and materials. If the investigation reveals that the surface condition of the UNA-CLAD Metal trim is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Purchaser to pay for these costs shall render this Limited Warranty null and void.
- Disputes.** Any dispute, controversy or claim between the Purchaser and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Purchaser and Firestone do not resolve the dispute, controversy or claim in mediation, the Purchaser and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
- Paint Finish Colors.** This warranty shall extend only to standard colors identified as such in Firestone published literature at the date of issuance of this Limited Warranty or as approved in writing by Firestone. Colors identified as "metallic" by Firestone are not warranted against fade or change in color. Firestone standard color "Regal Red" is warranted against fade or color change for a maximum period of ten (10) years.
- Payment Required.** Firestone shall have no obligation under this Limited Warranty unless and until Firestone has been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the fabrication and installation of the UNA-CLAD Metal.
- Exclusions.** Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if peeling, checking, cracking, chalking, fading or excessive color change of the UNA-CLAD Metal is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to wind, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the UNA-CLAD Metal (c) Failure by the Purchaser to use reasonable care in maintaining the UNA-CLAD Metal, said maintenance to include, but not limited to those items listed in the "Firestone / UNA-CLAD Paint Finish Cleaning and Maintenance Guide" on the reverse side of this Limited Warranty; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or moisture infiltration in, through, or around the walls, copings, rooftop, hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the UNA-CLAD Metal, including but not limited to chemical fumes, salt water spray, surface temperatures that exceed 200 degrees Fahrenheit, airborne sand abrasion, metal shavings, standing water or the continuous spray of water (h) Alterations or repairs to the metal roofing panels and trim not approved in writing by Firestone; (i) Any failure caused by the attachment or mounting of any item or device to or near the metal roofing panels and trim, or by improper handling during fabrication and installation, including but not limited to, improper equipment fabrication, storage, transportation, erection, placement or failure to immediately remove strippable protective film coatings; (j) Failure to give proper notice as set forth in paragraph 1(a) above.
- Transfer.** This Limited Warranty shall be transferable subject to Firestone's inspection and written approval, and to Purchaser's payment of the current transfer fee set by Firestone.
- Term.** The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.
- Access.** During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the UNA-CLAD Metal during regular business hours. In the event that access is limited due to security or other restrictions, Purchaser shall reimburse Firestone for all reasonable cost incurred during inspection and/or refinishing of the UNA-CLAD Metal that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, as necessary to expose the UNA-CLAD Metal for inspection and/or refinishing.
- Waiver.** Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
- Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to that State's rules on conflict of laws.
- Severability.** If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Firestone Building Products Company, LLC  
By: John R. Geary

Authorized  
Signature:  
Title: Vice President, Quality, Technology & Product Development

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# Firestone