



STANDARD COLORS LIMITED WARRANTY

Borga, Inc. guarantees that the external surfaces of roof and wall panels, including manufactured trims and flashings, pre-painted with a Silicone Modified Polyester paint system applied over first quality Galvalume® or galvanized steel sold to you (Buyer) by Borga, Inc. (Seller), will meet the following specifications:

1. For forty (40) years, the paint system will not peel, flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation. Slight crazing or cracking may occur on roll-formed edges or break bends at the time of forming, and is considered as standard. Such crazing or cracking shall not constitute a basis for complaint under this limited warranty; and
2. For thirty (30) years, the paint system on sidewall panels will not change color more than five (5) ΔE (delta E) Hunter units and roof panels will not change color more than seven (7) ΔE (delta E) Hunter units, when measured per ASTM D 2244 on clean surfaces after removal of dirt, other surface deposits and chalk per ASTM D 3964; and
3. For thirty (30) years, the paint system on sidewall panels will not 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 is subject to the following conditions:

1. Warranty does not cover failures resulting from edge corrosion or failure of the metal substrate.
2. Warranty applies only to product installed at sufficient slope to prevent the accumulation of standing water.
3. Warranty applies only to product installed a distance exceeding 1000 meters (3250 feet) of salt water environment.
4. Warranty applies only to commercial, industrial and residential building products installed in the Continental United States, Alaska and Canada, which have been exposed to normal atmospheric conditions, which explicitly excludes corrosive aggressive atmospheres such as those contaminated with chemical fumes or salt spray. This guarantee is limited to the aforementioned defects or failures, and does not apply to defects or failures caused by acts of God, falling objects, misuse, improper assembly, external forces, explosions, fire, vandalism, deliberate destruction or damage, riots, civil commotions, acts of war, radiation or harmful gases or fumes, excessive salt atmospheres, chemicals and foreign substances (i.e. abnormal quantities of sand or dirt particles) in the air or atmosphere, storage or installation which allows contact with animal and/or animal waste, and regardless of roof or sidewall pitch, installation must provide for proper drainage so as not to hold any water.
5. Buyer shall exercise diligence in inspection of material as received from Seller prior to utilization so as to mitigate expense involved in repainting or replacing non-conforming panels.

Seller's liability for breach of this warranty shall be limited to refinishing or replacing of the non-conforming panel(s) utilizing such normal materials, methods and workmanship necessary to provide the stipulated performance. The decision whether to refinish or replace to remedy an honored claim will be made at the sole discretion of Seller. Seller shall have no liability or obligation unless payment in full has been received for materials. Furthermore, if Seller elects to supply replacement panels, Seller shall have no liability for labor costs associated with removing defective panels or replacing same with new panels. Any repainted or replacement panel supplied as provided herein shall be subject to warranty only for the remainder of the period applicable to the panel originally purchased.

Claims shall be made within the warranty period and within thirty (30) days after the Buyer discovers the non-conforming panel(s), and Buyer must give Seller a reasonable opportunity to inspect the material. Seller shall have no liability unless the Buyer presents, with his claim, records to enable Seller to establish the order number, date of shipment and the date of installation for the claimed non-conforming panel(s). These records must be duly authenticated, be made in the ordinary course of business and be contemporaneous with the events noted therein. Buyer shall further present evidence that establishes any claimed non-conformance was due to a breach of this warranty.

This warranty is extended to Buyer as the original purchaser from Seller and is not transferable and not assignable even if Seller's products are sold or otherwise transferred. No rights shall be made against Seller by a transfer or assignment, nor shall any rights against Seller survive any transfer or assignment. Buyer, or an agent or representative of Buyer, shall not claim, represent or imply nor permit its customers, distributors, applicators or contractors to claim, represent or imply that this warranty extends or is available to parties other than Buyer, and to the limit of its legal rights to do so, Buyer shall cause any



party to cease and desist in any such misrepresentation. This condition shall constitute a material term of this warranty and its violation by Buyer shall excuse Seller from its obligations hereunder.

This warranty shall be effective the date Buyer takes possession of Seller's product. Seller reserves the right to terminate or modify this warranty, except with respect to orders which it has already accepted upon the giving of written notice thereof. All obligations and conditions imposed on Buyer shall be deemed material terms of this warranty and any violation by Buyer shall excuse Seller from Seller's obligation hereunder. 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 warranty or to waive Seller's right hereunder, shall be binding on Seller unless the same be clearly described in writing that expressly refers to this warranty and expressly refers to having such effect upon this warranty and is signed by an authorized representative of Seller. Moreover, additional liabilities of or limitations upon the rights and remedies of Seller contained in such documents as purchase order acknowledgements which may subsequently be exchanged between parties shall have no force upon this warranty. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.

There are no other guarantees or warranties, expressed or implied, which extend beyond the description as stated herein, including any warranties of merchantability, suitability, condition, fitness, quality, fitness for a specific purpose, absence of patent or latent defects in material or workmanship, compliance with the requirements of any law, regulations, specifications or contracts or any other obligation on the part of Borga, Inc., and Borga Inc. shall not be responsible for any indirect, punitive, or consequential damages (including but not limited to lost profits, or damages to the contents or furnishings of any building) or any loss of any kind whatsoever.

Buyer: _____

Project Name: _____

Project Address: _____

Seller: _____

Address: _____

Invoice Number: _____

Seller's signature: _____

Date: _____

Buyer's signature: _____

Date: _____