# CONTINENTAL COATINGS, INC. KYNAR 500® /HYLAR 5000® PVDF STEEL SIDING, STEEL ROOFING AND STEEL ACCESSORIES LIMITED LIFETIME WARRANTY AGAINST MANUFACTURING DEFECTS

(50 YEAR IF TRANSFERRED)

Exclusively for Registered Owners of EMCO Building Products, Inc. Brand Products

## CONTINENTAL COATINGS, INC., STEEL SIDING, STEEL ROOFING AND STEEL ACCESSORIES LIFETIME NON-PRORATED TRANSFERABLE LIMITED WARRANTY

(50 YEAR IF TRANSFERRED)

Subject to the limitations and exceptions set forth in this Limited Lifetime Warranty, the exterior seamless steel siding, steel roofing, and steel accessories are warranted by the paint manufacturer, Continental Coatings, Inc. (CCI), to the owner of the property on which the steel siding, roofing, and accessories (Products) are installed, against loss of adhesion, cracking, blistering, checking, chipping, peeling or flaking (slight cracking or crazing that may occur on roll-formed and brake press bends during fabrication are not considered a manufacturing defect).

This Limited Lifetime Warranty shall be effective, only upon registration, as set forth below, and shall remain in effect as long as the original homeowner(s) continue to own the property upon which the Products are installed. If the building is owned by a corporation, partnership, an unincorporated association, governmental entity, trust, church, school, or other artificial entity at the time of original installation, then the warranty duration shall be fifty (50) years from the date of original installation. This Warranty may be transferred to subsequent owners of the property, as set forth below, and upon transfer will become a fifty (50) year warranty from date of installation.

#### FADE:

CCI warrants to the owner of the property on which the Products are installed, that the Product, after the removal or dirt and oxidation will not show color change color in excess of five (5) E units when calculated in accordance with ASTM D2244 for vertical installations and seven (7) E units for non-vertical installations for 50 years and seven (7) E Units and eight (8) E units respectively in the years thereafter. Color change is to be measured by comparing an unexposed retain panel to the exposed painted surface after removal of dirt and oxidation. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to solar radiation and elements.

#### **CHALK:**

CCI warrants to the owner of the property on which the Products are installed that the Products will not chalk in excess of a numerical rating eight (8) for vertical and six (6) for non-vertical applications for the first fifty (50) years and six (6) and four (4) ratings respectively in the years thereafter when measured in accordance with the standard procedures specified in ASTM D-4214.

A color variation (except as otherwise specifically warranted) may occur between any new refinished or replacement panel in comparison to the originally installed panels due to weathering exposure and would not be indicative of defective Product. Normal surface weathering may cause any surface to oxidize, chalk, or accumulate surface dirt or stains due to varying exposures to sunlight, weather and atmospheric conditions. The geographical location, the quality of the atmosphere, and other local factors in the area, over which CCI has no control, will contribute to the severity of these conditions.

 $ilde{N}$ On-vertical application refers to any application that deviates fifteen (15) or more degrees from vertical.



#### LIMITATIONS AND EXCEPTIONS:

THIS LIMITED LIFETIME WARRANTY is restricted to coating failures resulting only from natural weathering and will not cover damage or failure of product attributable to:

- a. Acts of God, falling objects, fire, explosions, external forces or any similar or dissimilar physical damages.
- b. Exposure to aggressive, corrosive, or other harmful fumes or atmospheric conditions.
- c. Standing water or extended salt spray exposure.
- d. Storage or installation that allows contact with animals and/or animal waste.
- e. Improper cleaning or installation maintenance.
- f. Storage or installation of product within 1500 feet of seashores.
- g. Improper packaging, handling, shipping processing, or installation.

The homeowner must comply with the required warranty registration of the Products as explained below. There is no warranty in existence if there is a failure to register. Homeowner agrees to provide access to Products for inspection as requested and to assist as necessary in providing information on product failure. Claims under this warranty must be submitted in writing within forty-five (45) days of discovery of the warranted performance failure and CCI requires the opportunity for site inspection and investigation. CCI has the sole right to evaluate and determine its obligations under the terms and conditions of this Limited Lifetime Warranty. CCI's sole liability and responsibility is only for the direct cost of refinishing or replacing the failed Product. CCI reserves the right to approve whether refinishing or replacement is appropriate and the selection of a qualified refinishing or replacement contractor.

Except as otherwise warranted, CCI shall have no obligation to replace non-defective panels as part of repair, refinishing, or replacement of defective panels due to color variations due either to weathering or a change in the manufacturing process. CCI reserves the right to discontinue or change any Products as manufactured. If the Products originally installed are not available and CCI determines to replace the defective siding panels, CCI shall have the right to substitute Products of equal quality.

Warranty for any refinished or replaced Product shall be only for the remainder of the warranty period applicable to the original coated Product. In no event shall CCI be liable under any theory of recovery for any direct, special, punitive, incidental, or consequential damages in any way resulting from the purchase of a coated Product or from any possession, use and/or installation of the coated Products.

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM CONTINENTAL COATINGS, INC. WILL VOID THIS WARRANTY.

#### ADDITIONAL EXCLUSIONS AND LIMITATIONS:

THIS LIMITED LIFETIME WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND EXPRESSES THE SOLE AND EXCLUSIVE LIABILITY OF CONTINENTAL COATINGS, INC. EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES OR GUARANTEES ORAL OR WRITTEN EXPRESS OR IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE AND ALL SUCH IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE ARE EXPRESSLY DISCLAIMED.

THIS LIMITED LIFETIME WARRANTY MAY NOT BE MODIFIED, EXTENDED OR ENLARGED BY ANY REPRESENTATIVE OF CCI OR INTERMEDIATE SALESMAN OR AGENT.

**EXCLUSION OF WARRANTIES BY EMCO BUILDING PRODUCTS, INC.** 

THE OBLIGATIONS OF CCI HEREIN ARE NOT ASSUMED BY EMCO BUILDING PRODUCTS, INC. (EMCO) SIMPLY BECAUSE EMCO MAY ACT AS A PROCESSING AGENT FOR CCI.



EMCO MAKES NO WARRANTIES EXPRESS OR IMPLIED AND DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO PRODUCTS. THE IMPLIED WARRANTIES DISCLAIMED INCLUDE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR AN INTENDED PURPOSE.

This Warranty gives you specific legal rights. You may also have other rights which may vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

### MANDATORY REGISTRATION, WARRANTY TRANSFER, AND CLAIMS PROCEDURES

#### MANDATORY REGISTRATION:

The obligations of CCI under this Limited Lifetime Warranty shall become effective only if the original property owner, fully and accurately completes the online warranty registration process and receives a confirmation email that the registration is complete, within thirty (30) days of the completed installation. As an alternative to the online warranty registration, the original property owner may instead request a physical warranty registration card. In this case, the original property owner must fully and accurately complete, sign and mail the registration card by certified mail to EMCO Building Products, Inc., (acting solely as processing agent for CCI). Warranty Registration Dept., P.O. Box 2426, Fargo, ND 58108-2426, within thirty (30) days of the completed installation. If the warranty is not timely registered, then Continental Coatings, Inc. shall have no obligation under this Limited Lifetime Warranty.

#### **WARRANTY TRANSFER:**

This Limited Lifetime Warranty may be transferred by the original registered property owner to subsequent owners of the property, upon payment of a \$300 transfer fee, provided that, the original property owner (or previously registered transferee) sends, by certified mail, to EMCO Building Products, Inc., Warranty Transfer Dept., P.O. Box 2426, Fargo, ND 58108-2426, a notification of the transfer of the property, the \$300 transfer fee and the date of transfer signed by the original registered owner (or previously registered transferee) and the new owner within thirty (30) days following transfer of title to the property. In the event EMCO Building Products, Inc. does not receive a timely transfer of the Limited Lifetime Warranty as set forth above, then the Warranty from CCI to the original owner shall expire as of the date of transfer of the legal title to a new owner. As long as one of the original owners who has signed the original Warranty Registration Card (or previously registered transferee) remains a co-owner of the property, then transfer of this warranty is not required. The duration of a transferred Warranty shall be fifty (50) years from the original installation date provided that the registered transferee shall continue to own the property or shall have timely transferred the warranty to a subsequent owner.

#### **CLAIMS PROCEDURE:**

Any claim for Product under this warranty must be submitted in writing by certified mail to EMCO Building Products, Inc., Warranty Claims Dept., PO. Box 2426, Fargo, ND 58108-2426 within the warranty period, must include a \$100 service and inspection fee for each incident, and shall be made within forty-five (45) days after discovery of the claimed defect. All claims must show the Homeowner(s) name, address, a description the defect claimed, the name of the contractor, date of installation, and pictures accurately showing the defect claimed.



#### CARE AND MAINTENANCE INSTRUCTIONS

Continental Coatings, Inc., Kynar 500°/Hylar 5000°PVDF finish is recognized as a reliable and durable coating. But, as with any exterior surface, dirt and mildew may collect on it. Where conditions of soiling do occur, the following instructions will enable you to care for the finish on your steel siding, steel roofing, and steel accessories.

For surface dirt, an occasional washdown with a garden hose and gentle rubbing action by means of a soft rag, sponge or soft bristle brush is recommended. **DO NOT RUB VIGOROUSLY.** 

In moderately dirty atmosphere, use ordinary nonabrasive household detergents, such as 1/3 cup detergent (Tide\*) and 2/3 cup trisodium phosphate (Soilex\*, or Spic-and-Span\*) mixed in a gallon of water. Follow cleaning instructions above and manufacturer's directions.

For mildew accumulation, which can occur on surfaces of all types (normally appearing as black spots), remove by using cleaning method for moderately dirty atmospheres and basic solution of the following ingredients.

- a. 1/3 cup detergent (Tide\*)
- b. 2/3 cup trisodium phosphate (Soilex® or Spic-and-Span®)
- c. 1 quart sodium hypochlorite 5% solution (Clorox\*)
- d. 3 quarts water

#### **CAUTION:**

STRONGER CONCENTRATIONS OF CLEANERS MAY CAUSE DAMAGE TO THE FINISH. IMMEDIATELY AFTER WASHING WITH DETERGENT OR OTHER CLEANERS, RINSE ALL SURFACES THOROUGHLY WITH A GARDEN HOSE. AVOID VIGOROUS RUBBING, WHICH MAY CAUSE UNDESIRABLE GLOSS AREAS OF THE FINISH. AVOID SKIN AND EYE CONTACT. IN ALL CASES, FOLLOW MANUFACTURER'S INSTRUCTIONS FOR USE OF CLEANING COMPOUNDS AND SOLUTIONS.



## NOTIFICATION OF WARRANTY TRANSFER EXTERIOR STEEL SIDING, STEEL ROOFING AND STEEL ACCESSORIES

To effect the transfer of this warranty, this notification (or a document containing the information required herein) must be completed and signed by both the original owner(s) and the new owner(s) of the property along with payment of a \$300 transfer fee within thirty (30) days after the transfer of title and mailed, by certified mail, to EMCO Building Products, Inc., Warranty Transfer Dept., PO. Box 2426, Fargo, ND 58108-2426.

Original Owner(s) Name	New Owner(s) Name
Street Address	Street Address
City, State, Zip Code	City, State, Zip Code
Date of Transfer of Property	Date of Original Installation
Original Owner(s) Signature	New Owner(s) Signature
7-9-2019	ENCO RULDING PRODUCTS

## APPLICATION FOR WARRANTY REGISTRATION EXTERIOR STEEL SIDING, STEEL ROOFING AND STEEL ACCESSORIES

**CUT HERE** 

To effect the original registration of this warranty, this application is to be completed and signed by both the Installing Contractor and the original owner(s) of the property within thirty (30) days after the installation has been completed, and mailed (by certified mail), to EMCO Building Products, Inc., Warranty Registration Dept., P.O. Box 2426, Fargo, ND 58108-2426.

Original Owner(s) Name	Installing Contractor's Name		
	<u> </u>		
Street Address	Installing Contractor's Street Address		
City, State, Zip Code	Installing Contractor's City, State, Zip Code		
Original Owner(s) Signature	Installing Contractor's Signature		
Date of Original Installation	Product Color	Coil Tag #'s (MANDATORY)	# of Sq./Lbs.
	-		



Email Address (Optional)