

LIMITED 40 YEAR WARRANTY ON THE SILICONIZED POLYESTER FINISH APPLIES TO NORTHLAND STEEL & TRIM ROOFING AND SIDING PANELS

The color-coded finish on All Steel Building Panels is produced and applied according to standard application practices. NLS warrants that the color-coded finish applied to its roofing and siding panels will not, within a period of 40 years after the installation or 40 years and one month after the date of shipment of the panels from Northland Steel & Trim facilities (whichever comes first) under normal atmospheric conditions:

1. Blister, peel, check, or lose adhesion, or
2. Chalk in excess of numerical rating greater than six for All Steel Panels installed on roofs, or a numerical rating greater than eight installed on side walls. These ratings will be measured in accordance with the standard procedures specified in the ASTM-D-659-74 using a Jacobson Chalk Tester, or
3. Fade by more than five units of color difference for color-coated installed on side walls, or more than eight units of color difference for finishes installed on roofs. These measurements will be made in accordance with the standard procedures specified in ASTM-D-2244-68 (reapproved 1974) color system A-1 using a Bausch and Lomb 505 Recording Spectrophotometer.

This warranty is expressly subject to the following terms and conditions:

1. The remedy for any claims arising from a defective color-coated finish on All Steel Building Panels shall be limited to refinishing or replacing the defective panels, or where applicable, a refund. NORTHLAND STEEL & TRIM SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR OTHER EXPENSES, WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL, CAUSED BY OR RESULTING FROM THE USE OF DEFECTIVE OR NONCONFORMING NLS PANELS OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. NLS' TOTAL LIABILITY IS EXPRESSLY LIMITED TO THE PURCHASE OF THE ALL STEEL BUILDING PANELS. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to a particular consumer.
2. The express warranty stated herein is the exclusive express warranty applicable to the color-coated finish on All Steel Panels. ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE TIME PERIOD OF THE EXPRESS WARRANTY SET FORTH HEREIN. Some states do not allow limitations on how long an implied warranty lasts, so this limitation on the duration of implied warranties may not apply to a particular consumer.
3. This warranty provides specific legal rights, and other rights which vary from state to state may apply.
4. Claims under this warranty must be made in writing to NLS at the address set forth below within 30 days to inspect the All Steel Building Panels before any further action shall be taken.
5. Abnormal atmospheric conditions to which this warranty does not apply include but are not limited to hail, exposure to salt, water spray, corrosive or harmful chemicals (whether solids, liquids or gases), airborne contaminant, or other abnormal atmospheric conditions of a similar or dissimilar nature.
6. This warranty shall not be applicable to damage or defects caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, excessive radiations, or other such similar or dissimilar occurrences beyond NLS' control.
7. Defects or damages to the NLS color-coated finish caused by handling, shipping, transit, processing, storage or installation are not covered.
8. Minor hairline cracking of the color-coating finish is not covered by this warranty.
9. The All Steel color-coated finish is not warranted to weather uniformly under non-uniform conditions of exposure or use.

We have read and agree to the terms and conditions as outlined in this Guarantee.

NORTHLAND STEEL & TRIM

By: _____
Signature Date

NORTHLAND STEEL & TRIM CUSTOMER

By: _____
Signature Date

Title



9262 93rd Ave. SE
Fullerton, ND 58441

THIS GUARANTEE IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF.

NORTHLAND STEEL & TRIM guarantees only that its panels and trim are free from defects in materials and workmanship on the date of shipment from its plant.

NORTHLAND STEEL & TRIM shall determine whether correction of any defect or failure under this guarantee shall be by repair or replacement. NORTHLAND STEEL & TRIM'S liability shall not arise unless repairs are made under the supervision of, or with written approval of NORTHLAND STEEL & TRIM. Shipping costs incurred in returning defective material shall be paid by NORTHLAND STEEL & TRIM, but only if such shipment is authorized in writing by NORTHLAND STEEL & TRIM. If NORTHLAND STEEL & TRIM'S examination proves the panels and trim to be defective as herein defined, replacement shipment shall be prepaid by NORTHLAND STEEL & TRIM; otherwise, return shipment of original material shall be freight collect to the consignee. Title to any replaced material shall pass to NORTHLAND STEEL & TRIM. This guarantee does not cover products, accessories, parts or attachments, or panels fabricated by others with NORTHLAND STEEL & TRIM coil or flat sheets.

All claims filed under the provisions of this guarantee must be presented by the Customer to NORTHLAND STEEL & TRIM in writing during the guarantee period and not more than thirty (30) days after detection of any apparent defects, delivered by Registered or Certified Mail and referencing the order number and date of shipment.

This guarantee shall remain in full force and effect during its term until terminated by giving thirty (30) days' written notice. No termination shall affect the rights accrued prior to termination.