

WARRANTY

G-100 10 Year Red Rust Warranty

AB Martin of Ephrata, PA, herein after referred to as "AB Martin" or "Seller", guarantees that within the continental United States normal outdoor atmospheric conditions, including acid rain, (which term excludes any other corrosive or aggressive atmospheres such as those contaminated with chemical fumes or salt spray) will not cause non-vertical installations of AB Martin's ABM G-100 pre-painted roofing panels to exhibit accumulation of red rust caused by acid rain on exterior coated surfaces for a period of ten (10) years in quantities that result in discoloration clearly visible in casual observation, except that this provision shall not apply to any accumulation of red rust which occurs within one-half inch of the panel edge of any portion of the exterior coated surface.

This warranty applies only to accumulation of red rust which is established to the reasonable satisfaction of Seller to have been caused solely by acid rain. Any other losses, damages, or expenses, whether direct, incidental, or consequential, caused by acid rain or any other corrosive or aggressive atmosphere, such as those contaminated with chemical fumes or salt spray are excluded from this warranty.

DURATION OF WARRANTY

The ABM roofing panels are guaranteed to perform in the manner described above for a period of 10 years from the date such panels are installed by Buyer, provided installation occurs within 6 months from the date of shipment of the panels from Seller's coating facility. In no event shall the guarantee extend beyond 10 years and 6 months from the date of shipment of the panels from Seller's manufacturing facility.

LIMITATIONS ON WARRANTY

NO EXPRESS WARRANTY AND NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE shall apply:

1. to roofing having a slope of less than a 3/12 slope.
2. to roofing panels applied without protection over lumber which is green, wet, acidic (oak), or has been treated with preservatives or fire resistant salts, regardless of whether such treatments are knowingly or without the knowledge of the buyer, the owner, or any other party. This exclusion includes, but is not limited to, lumber which has been treated with CCA, CA, ACQ, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in this exclusion shall be defined as any barrier which prevents the transfer of moisture and salts between the treated lumber and AB Martin's roofing and siding material including double bubble or equivalent durable vapor barrier. No other protective barrier shall be acceptable under this provision without the express written approval of AB Martin.
3. if Buyer fails to properly insulate the products between any dissimilar metals, contact with the ground, animal wastes, decaying materials or wet absorptive materials.
4. if abnormal corrosive atmospheric conditions are present. This exclusion includes, but is not limited to, contamination from external sources such as manufactured chemicals and salt spray, and internal contamination created by improper ventilation (design or operational defects).

BUYERS OBLIGATIONS

1. Buyer shall inspect material received from Seller prior to Installation so as to mitigate expense involved in repairing, repainting or replacing defective sheets.
2. Any claim on account of a defect in the product or for any other cause whatsoever shall be deemed WAIVED by Buyer unless written notice thereof is given to Seller within 30 days after discovery of the defect and within the applicable guarantee period. Seller shall be given reasonable opportunity to investigate all claims, and no products shall be returned to Seller without Seller's inspection and approval and receipt by Buyer of written shipping instructions from Seller.
3. To be effective, Buyer's notice shall include such records as may enable Seller to establish the AB Martin order number, AB Martin invoice number, date of shipment by AB Martin, and the date of installation in the form of siding or roofing panels of the claimed defective sheet. These records must be duly authenticated, be made in the ordinary course of business, and be contemporaneous with the events noted therein. Buyer shall also present such evidence that establishes that any claimed defect was due to a breach of the guarantee stated herein.

EXCLUSIVE REMEDY:

If any of Seller's products fails to perform as warranted, the company will, at its option, repaint or replace the defective panels or refund the Buyer the price paid for the material. AB Martin's total liability is expressly limited to the purchase price of the defective material. Except as provided herein, AB Martin shall not be liable for any losses, damage or expenses, whether direct, incidental or consequential, caused by or resulting from the use of defective or non-conforming products.

EXCLUSIVE OF WARRANTIES:

THE EXPRESS WARRANTIES AND REMEDIES STATED HEREIN ARE THE EXCLUSIVE WARRANTIES AND REMEDIES APPLICABLE TO THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

TRANSFERS, ASSIGNMENTS, AND REPRESENTATIONS

This warranty is extended to Buyer as the original purchaser from Seller and is nontransferable and nonassignable. Oral statements made by Seller's representatives and written descriptions of the products appearing elsewhere than on the face hereof are not warranties and shall not be relied upon by Buyer.

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