

WARRANTY

40 Year Limited Paint Warranty

Prepainted Kynar Panels

Cumberland Supply, LLC warrants, in the continental United States that under normal atmospheric conditions (which term excludes aggressive atmospheres such as those contaminated with salt spray or chemical fumes including animal confinement) Kynar exterior paint on its Prepainted Panels will meet the following specifications:

Valspar®	Kynar
Film Integrity: Will not crack, blister or flake (loose adhesion) (not to be constructed to include slight hairline crazing which occurs during fabrication) Failure due to substrate corrosion is excluded (installed or storage).	40 Years
Chalk Rating: Will not chalk in excess of a numerical rating of eight (8) units on roofing and sidewalls when measured with the standard procedure specified in ASTM D4214-89, for a period of thirty (30) years.	8 Units Roofing and Sidwalls
Fade Rating: Will not fade or change color by more than five (5) units of color on roofing and sidewalls when measured with the standard procedure specified in ASTM D-2244, for a period of thirty (30) years.	5 Units Roofing and Walls

LIMITATIONS ON WARRANTY:

1. This warranty is extended to the original buyer and is not transferable or assignable.
2. Seller's Warranties apply only to panels which have been exposed to normal weather and atmospheric conditions and does not apply to defects or failures caused by acts of God, animal confinement, falling objects, misuse, improper storage or assembly, external forces, explosions, fire, vandalism, deliberate destruction or damage, riots, civil commotions, acts of war, radiation or harmful gases of fumes, excessive salt atmospheres, chemicals, and foreign substances (e.g., abnormal quantities of sand or dirt particles) in the air or atmosphere, and regardless of roof or pitch, installation must provide for proper drainage so as not to hold any water.
3. This Warranty does not cover failures resulting from edge corrosion.
4. In no event shall the Warranty extend beyond 40 years from the date of shipment of panels from Seller's manufacturing facility. (This warranty does not extend beyond the paint manufacture's warranty)

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 Cumberland Supply, LLC order number, Cumberland Supply, LLC invoice number, date of shipment by Cumberland Supply, LLC, 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 Sellers 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. Cumberland Supply, LLC's total liability is expressly limited to the purchase price of the defective material. Except as provided herein, Cumberland Supply, LLC 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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