### PROVIA'S RESIDENTIAL METAL ROOFING PRODUCTS LIFETIME LIMITED WARRANTY

#### F. DISCLAIMER OF WARRANTIES

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY LAW. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTIES MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY.

#### **G. LIMITATION OF LIABILITY**

PROVIA'S SOLE LIABILITY AND ORIGINAL OWNER'S SOLE REMEDY UNDER THIS LIMITED WARRANTY IS IN PROVIA'S OPTION THE REPAIR OR REPLACEMENT OF THE PRODUCT OR REFUND OF THE PURCHASE PRICE FOR THE PRODUCT AS SET FORTH ABOVE. PROVIA RESERVES THE RIGHT TO DISCONTINUE OR MAKE CHANGES TO ANY OF ITS PRODUCTS. IF THE PRODUCTS COVERED BY THIS WARRANTY ARE NOT AVAILABLE, PROVIA SHALL HAVE THE RIGHT TO SUBSTITUTE A PRODUCT THAT IN PROVIA'S SOLE DISCRETION IS OF EQUAL QUALITY OR VALUE. IN NO EVENT WILL PROVIA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITVE DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE OF ANY KIND TO A PREMISES, LOSS OF PRODUCT USE, REINSTALLATION, LABOR, REMOVAL, REFINISHING, TEMPORARY OR PERMANENT RELOCATION OF RESIDENTS OR PROPERTY, LOSS OF PROPIES', REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS OR WORK, INCREASED OPERATING EXPENSES, EMOTIONAL DISTRESS CLAIMS, OR CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SOM ESTATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS BUT WARRANTY HOLDER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL PROVIA'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT (EXCLUDING LABOR).



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## Metal Roofing

Lifetime Limited Transferable WARRANTY Non-Prorated · Material · Labor · No Service Fees · Lifetime Limited Coating Warranty · Up to 180-Mile Per Hour Wind Speed & Hail Impact Penetration Protection · Fully Transferable 50-Year Non-Prorated Lifetime Limited Warranty

#### A. ORIGINAL OWNER'S LIFETIME LIMITED WARRANTY

ProVia LLC, hereinafter "ProVia", warrants exclusively to the original purchaser of our Metal Roofing Panels and/or Trims and Flashings (the "Products") for as long as the original purchaser is living and is the owner of the property to which our Products were applied, subject to the limitations and terms and conditions set forth below, that the ProVia products will not have the following manufacturing defects: the Products will not burn or support combustion; will not exhibit rusting, cracking, flaking, peeling (loss of adhesion) or loss of impact resistance with age; will not detach from the structure or deform in wind velocities up to 180 miles per hour (as defined by the National Weather Service) when installed in accordance with ProVia's recommended installation instructions; and will resist perforation and leaks due to hail damage. For the purpose of this limited warranty, hail damage is defined as penetration of hailstones completely through the panel and/or cracks or splits of the panel's steel substrate around the point of impact, as measured under UL 2218 Class 4.

#### LIFETIME LIMITED COATING WARRANTY

Additionally, ProVia warrants, exclusively to the original purchaser, subject to the limitations and terms and conditions set forth below, that for as long as the original purchaser is living and is the owner of the property to which our Products were applied, that the Product's GalvaTec<sup>TM</sup> coating will not exhibit cracking, flaking or peeling (loss of adhesion) under conditions of ordinary weathering. This does not include slight crazing of the Product or minute fractures at tightly formed bends and embossed areas, which may occur during proper fabrication of the Product.

The Company, at its sole discretion, will determine whether the Coating is defective in accordance with the following standards:

1. Within 40 years from the date of installation of the panels, the base color of the product will not fade or change color in excess of five (5) Hunter delta-E units as a result of natural weathering or ultraviolet exposure as measured using ASTM D2244 procedures (comparing an unexposed panel to an exposed panel after the removal of soils and chalk); or

2. Within 40 years from the date of installation of the panels, the print coat will not chalk in excess of a number eight (8) rating when measured per ASTM D4214, Method A.

Should any of the manufacturing defects described above occur during the lifetime of the original purchaser while he or she is the owner of the property to which the product(s) were applied, and provided that the terms and conditions of this warranty are met and the claim is properly reported as stated below, ProVia will, at its option, repair or replace, the products determined to be defective, in accordance with the terms and conditions of this warranty. In lieu of repair or replacement, ProVia reserves the right in its sole discretion to refund the actual purchase price of the products determined to be defective. ProVia's total liability, for a claim under this warranty shall be limited to, and in no event, exceed the total purchase price of the installed product (not including labor costs). The foregoing is ProVia's sole liability and the owner's sole remedy for a breach of the Limited Warranty. Repaired or replaced Products are warranted only on the same terms and for the remainder of the applicable time period.

#### **B. REGISTRATION AND TRANSFER**

The Warranty Registration information should be submitted to ProVia online at provia.com/warranty within thirty (30) days after completion of the product installation.

We encourage you to keep this Limited Warranty and all records relating to payment and installation in a safe place for subsequent service and transfer of ownership.

#### **C. TRANSFER OF WARRANTY**

After registration by the original Purchaser, this Limited Warranty automatically transfers to subsequent owners of the Property, without requirement of notification to ProVia as long as documentary proof of purchase can be verified if required.

In the event of a real estate title transfer of the property, the warranty period shall remain in effect for fifty (50) years from the original date of installation of our products, excluding the coating, which is warranted for forty (40) years on film integrity and thirty (30) years on chalk and fade.

During the first fifty (50) years after the date of original installation of the products, ProVia will, at its option, repair or replace the products determined to be defective in accordance with the terms and conditions of this warranty at no cost to the transferee owner or, in lieu of repair or replacement, at its discretion, ProVia may refund the actual purchase price of the products determined to be defective. The foregoing is ProVia's sole liability and the owner's sole remedy for a breach of the Limited Warranty. Repaired or replaced Products are warranted only on the same terms and for the remainder of the applicable time period.

The warranty period shall not be extended by any repair, replacement, or refund settlements on defective or hail damaged products.

#### D. CONDITIONS NOT COVERED BY THIS WARRANTY

This Lifetime Limited Warranty covers only the specified damages arising solely from manufacturing defects in products, installed within the U.S and Canada, and only if such damages occur under normal use and service when installed to the guidelines set forth at the time of this warranty by the Manufacturer's Application Instructions.



#### PLEASE REMEMBER TO REGISTER YOUR WARRANTY

For all warranty-related matters scan this QR Code or visit www.provia.com/warranty.

As an additional condition of coverage, the owner must comply with the maintenance obligations provided in the Manufacturer's Owner's Manual.

## THIS WARRANTY DOES NOT COVER, AND PROVIA IS NOT LIABLE FOR, CAUSES WHICH INCLUDE BUT ARE NOT LIMITED TO:

CONDITIONS OR FAILURE OF OR DAMAGE TO SUCH PRODUCTS RESULTING FROM FAULTY OR IMPROPER INSTALLATION, including, but not limited to the use of improper fasteners, re-installation of the products, and negligence to remove metal dust or shavings debris, which may result in abrasions or surface rust; degradation of the finished Product, which has suffered cut edges and abrasions or acquired slight imperfections including dents or minute surface cracks that do not materially affect their structural performance or cause leakage; settlement of the structure on which the products are installed or shifting of structural members or adjoining surfaces, failure or deterioration of the structure, including, but not limited to the foundation, walls, rafters or trusses, sheathing, chimneys, vent pipes or skylights; improper venting, insulation, vapor barrier or underlayment; abusive foot traffic, accidental damage or negligence, intentional acts or damage, fire, wind, flood, lightning, acts of God, or misuse; non-uniform color changes as a result of being located in a saltwater environment, unequal exposure to the sun, failure to provide reasonable and necessary maintenance of the product to eliminate the accumulation of surface deposits, stains, mildew and debris as set forth by the manufacturer, normal and expected weathering of the surface, exposure to harmful chemicals or vapors or acid rain, surface discoloration due to atmospheric pollution; the attachment of items that cause a galvanic reaction to the product or the installation of non-ProVia accessory products or accessory products which are incompatible with the ProVia metal roofing panels or which are installed in a manner detrimental to the performance of the ProVia metal roofing panels and accessories; damage to any building (interior or exterior) or personal property contained therein: tear-off, removal, or disposal of ProVia or other products; removal or abatement of asbestos; damage caused by installation, maintenance, or use of equipment on the roof, such as air conditioners, heating units, solar panel systems, snow guards, satellite equipment, antennas, power lines, or tools; or leaks or damage to ProVia products from any cause other than inherent manufacturing defects.

#### THIS WARRANTY COVERS ONLY FACTORY-PAINTED PRODUCTS AND IS INAPPLICABLE TO FINISHES APPLIED TO THE PRODUCT BY THE HOMEOWNER OR INSTALLER WITHOUT PRIOR WRITTEN AUTHORIZATION FROM PROVIA. EXCLUSION FOR CERTAIN USES:

This warranty is not applicable to products applied to motor homes or used in commercial and industrial applications. For product installed in non-residential applications (Non-Residential: where the structure in which the product is installed is not a single family residence occupied by the purchaser, or is owned by a public or private corporation for profit or non-profit, an unincorporated association or other business entity of any type recognized by law, a church, a school, a governmental or public authority), warranty coverage shall be limited to fifty (50) years from the original date of installation of our ProVia products, excluding the coating, which is warranted for forty (40) years on film integrity, thirty (30) years on chalk and twenty (20) years on fade.

#### E. CLAIMS AND WARRANTY PROCEDURE

If you feel that your products contain manufacturing defects covered by this limited warranty, please first contact the place of purchase. An inspection will be conducted to determine whether the limited warranties contained herein apply. Subsequent communication can be directed to ProVia by phone at 800.669.4771 or in writing at cs.roofing@provia.com. Further correspondence by mail may be sent to: ProVia, 1550 County Road 140, Sugarcreek, OH 44681. Attention: Metal Roofing Warranty Services

# IMPORTANT: ALL CLAIMS UNDER THIS WARRANTY MUST BE REPORTED TO PROVIA WITHIN THIRTY (30) DAYS OF THE DATE THAT THE DEFECT IS FIRST DISCOVERED. CLAIMANT SHOULD DESCRIBE THE DEFECT AND PROVIDE NAME, ADDRESS AND DATE OF INSTALLATION.

ProVia shall be allowed a reasonable opportunity and time to investigate the claim and to inspect the products for defects before repairs are begun. You may be requested to allow photos and/or samples to be taken, at ProVia's option, in connection with this investigation. If your products contain manufacturing defects covered by this warranty, ProVia will, at its option, repair or replace the products determined to be defective in accordance with the terms of this warranty, or, in lieu of repair or replacement, ProVia may refund the actual purchase price of the products determined to be defective. ProVia may direct and pay a company, dealer, contractor, applicator or distributor to perform any remedy under this warranty on ProVia's behalf. ProVia's total liability, for a claim under this warranty shall be limited to, and in no event, exceed the total purchase price, of the installed product (not including labor costs). The foregoing is ProVia's sole liability and the owner's sole remedy for a breach of the Limited Warranty. Repaired or replaced Products are warranted only on the same terms and for the remainder of the applicable time period.

Due to normal weathering, replacement products may vary in color and gloss from products originally installed. Such variances are not defects and ProVia is not liable for such variances.

The warranty period shall not be extended by any repair, replacement, or refund settlements on defective or hail damaged products.