AMERICAN BUILDING COMPONENTS

Precoated SIGNATURE® 200 Panel
LIMITED PASS-THROUGH WARRANTY

NCI Group, Inc. (hereinafter referred to as "Manufacturer") warrants the panels, effective from the date of shipment, will perform in accordance to the following Signature® 200 Warranty:

PERFORMANCE SUMMARY

A. FILM INTEGRITY: The paint film WILL NOT crack, check, or peel for a period of forty-five (45) years for Wall and Roof panels, except Polar White, in which case twenty-five (25) years. Cracking is defined as breaks in the flat coating as opposed to breaks in the film caused by metal forming, which is not warranted hereunder.

B. CHALK AND FADE: The paint film WILL NOT;
(1) For a period of thirty (30) years, chalk in excess of a numerical rating of 8 for vertical panel applications or 6 for non-vertical panel applications, when measured in accordance with the standard procedures as defined by the "Standard Methods of Evaluating Degree of Chalking of Exterior Paints", ASTM D4214, except; Polar White, in which case this warranty for chalk does not apply, or
(2) For a period of thirty (30) years, fade or change in color in excess of 5 color difference units for vertical panel applications or 7 color difference units for non-vertical panel applications, measured in accordance with ASTM D2244 on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original (unexposed) painted surfaces, except Polar White, in which case this warranty for fade does not apply. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

TERMS AND CONDITIONS

1. This warranty covers the material exposed to normal atmospheric conditions (which term excludes exposure to corrosive or aggressive atmospheres such as, but not limited to, those contaminated with chemical fumes) in the continental United States, Alaska or Canada, unless Manufacturer agrees otherwise in writing. This warranty shall not apply where material failure is the result of fire, other accident or casualty, vandalism, atomic radiation, harmful fumes or foreign substances in the atmosphere, acts of God, or other such occurrences beyond Manufacturer's control. For any panel that is subject to sea spray or installed on property located 1,000 meters (3,280 feet) or fewer meters from a salt-water environment, the building owner shall perform a "sweet water" / fresh tap water rinse once a year, or more frequent, to avoid salt residue accumulation in accordance with AAMA 610.1.1979. The product must not be cleaned with abrasive chemical cleaners. The building owner shall maintain records of the maintenance.
2. This warranty will not extend to or cover damages to the material due to improper packaging, shipping or processing as specified in the National Coil Coaters Association Technical Bulletin No. IV- (7), improper handling (whether pre-erection or during erection), improper storage, improper erection, or improper installation (which includes failure to permit drainage of standing water.)
3. Microscopic crazing of the film on formed radii is considered normal and is not to be construed as film cracking.
4. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by panel contact with inferior fasteners. Selection of suitable long-lasting fasteners to be used with Manufacturer's extended life panels rests solely with the Purchaser.
5. The improper use of Manufacturer's seaming equipment or use of seaming equipment obtained from a party other than the Manufacturer may result in this and all warranties being void.
6. This warranty will not extend to or cover:
   a. Damage to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the coated Metal prior to installation.
   b. Water damage to any materials after they leave the possession of the Manufacturer.
   c. Damage to the pre-painted metal caused by shipping, handling, and/or installation, storing, erecting and/or handling of the panels on the job site and/or any act or acts of negligence of the customer or any third party after the panels leave the possession of the Manufacturer.
   d. Damage to the coated Metal as a result of standing water in non-vertical application.
   e. Damage to the pre-painted metal caused by cascading water.
   f. Damage to the coated Metal caused by contact with, or water run-off from, lead, copper, graphite or other dissimilar material. This includes, but is not limited to, A/C condensation and treated wood.
   g. Damage to the coated Metal caused by contact with corrosive substances, or allowing panel cut edges to be in continual contact with water, damp insulation, soil or vegetation i.e. setting wall panels directly on the concrete sheeting notch or base trim.
   h. Damage caused by spray foam insulation.
   i. This warranty does not apply to products, materials, accessories, parts, or attachments which are not produced by the Manufacturer. In addition, all items not specifically listed as included are hereby excluded from this warranty.
7. Customer shall exercise diligence in inspection of materials as received from Manufacturer prior to use so as to mitigate expense involved to Manufacturer under this warranty.
8. This warranty does not apply to the interior or reverse side finish nor does it extend to pre-painted materials used in interior (not atmospherically exposed) applications.
9. This warranty does not apply to perforated material.
10. This warranty applies only to the paint film on the material and does not cover in any way any other aspect of the material.
11. If the panel finish fails to perform as indicated under the terms of Performance outlined above, Manufacturer shall have no liability with respect thereto except, at its sole option to repaint, replace, or restore the failed material, which shall be the purchaser's sole and exclusive remedy. When Manufacturer chooses to replace the defective coated Metal, its sole obligation is for the replacement of the material only. Manufacturer shall not be liable for any expenses connected with labor for the replacement of the defective material or any consequential damages. Repainting shall not necessarily be with Signature® 200. In no event, however, shall Manufacturer's responsibility extend to any consequential damages, or for any special, indirect, or consequential loss of profits or any other incidental, general, special, or compensatory damages to anyone because such panels may have been nonconforming. In all cases Manufacturer reserves the right to approve and negotiate the contract for such repainting or restoring. The warranty on any repainted, replaced or restored coated material supplied hereunder shall be for the unexpired portion of the warranty period applicable to the original coated material.

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12. Claims must be reported in writing to the Manufacturer within thirty (30) days after discovery of nonconformance, and Manufacturer shall be given a reasonable opportunity (which shall not be less than thirty (30) days from the date of receipt of notification) to inspect the panels claimed to be non conforming. Adequate identification of the material involved in the claim, including date of installation, Manufacturer's order number, invoice number, and date of shipment must be established by the Buyer. A copy of this document and "sweet water" rinse maintenance log must be presented to Manufacturer at time of claim. All notices given under or pursuant to this Agreement shall be in writing and sent by registered mail, postage prepaid, return receipt requested to:

Attn: Claims Dept.
PO BOX 692055
Houston, TX 77269-2055

13. No terms or conditions other than those stated herein and no agreement or understanding, oral or written in any way purporting to modify this warranty shall be binding on Manufacturer unless made in writing and signed by the President of Manufacturer.
14. This warranty shall not become effective and Manufacturer shall not have any obligation under any warranty until all invoices issued by Manufacturer,Manufacturer's customer, and the Roofing Contractor have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.
15. This warranty shall extend to the original Building Owner and is non-assignable and/or non-transferable. Should the Owner become insolvent, bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practices, this warranty shall forthwith become null and void and of no legal effect.
16. Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation,and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Texas, (ii) any and all claims, actions,proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Houston, Harris County, Texas, (iii) this Warranty is capable of being performed in Harris County, Texas, (iv) it irrevocably submits itself to the jurisdiction of the state and federal courts in Harris County, Texas, (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Texas law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum, and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid,and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into this Warranty. Each party warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.
17. **FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.**
18. Notwithstanding the foregoing, the warranty coverage provided above by Manufacturer shall be expressly limited to and shall include only such warranty coverage on coatings applied to Manufacturer's panel materials by the original supplier(s) thereof. Any and all such warranty coverage available from Manufacturer shall apply only to the same extent that such warranty coverage is available from the original supplier thereof. To the extent that warranty coverage from such supplier(s) is unavailable for any reason whatsoever, Manufacturer shall not have any further liability to purchaser or any other party.

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT PRODUCED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESS OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE COST OF THE AMOUNT OF THE MATERIALS, EXPRESSLY EXCLUDING LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND ANY OTHER ADDITIONAL EXPENSES. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AS THIS IS A PASS-THROUGH WARRANTY, THIS WARRANTY IS NOT ISSUED BY NCI GROUP, INC. MANUFACTURER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIALS OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER'S WALL AND/OR ROOF PANELS.

Signature® is a registered trademark of NCI Group, Inc. This warranty applies to the following Signature 200 colors only: Ash Gray, Bright White, Burnished Slate, Charcoal Gray, Cobalt Blue, Coffee Brown, Deep Gray, Desert Sand, Evergreen, Hawaiian Blue, High Gloss White, Ivy Green, Light Stone, Polar White, Rustic Red, Saddle Tan, Scarlet Red, True Black, White, and Wine Red. Please contact your sales representative for any other non-standard or custom color.

Buyer/Supplier **Name:** _____ **Address:** _____

City: _____ **State:** _____ **Zip:** _____ **ABC Order # (REQUIRED):** _____

Date: _____

Installer **Name:** _____ **Address:** _____

City: _____ **State:** _____ **Zip:** _____

Purchase/Owner **Name:** _____ **Address:** _____

City: _____ **State:** _____ **Zip:** _____