ELEVATE

UNA-CLAD™ METAL PAINT FINISH LIMITED WARRANTY

Building Identification:

Building Address:

Building Owner:

Installing Contractor:

Warranty No:

Warranty Period: Twenty (20) Years, Commencing on **Square Footage:** **SF**

Amrize Building Envelope LLC, an Indiana limited liability company ("Amrize"), warrants to the Building Owner ("Owner") named above that Amrize will, subject to the Terms, Conditions, and Limitations set forth herein, refinish any exterior paint finish ("Finish") during the Warranty Period of the UNA-CLAD™ brand coil-coated metal ("UNA-CLAD Metal") supplied by Amrize as part of the project named above that exhibits any of the following exterior surface conditions measured at the values listed below by group:

1) Loss of Adhesion, including, but not limited to, peeling, checking, or cracking, except for crazing or cracking that may occur on formed edges or bends of metal roofing panels and trim, for a term not to exceed twenty (20) years.
2) Chalking in excess of a numerical rating, Vertical and Non-Vertical, listed below, when measured in accordance with ASTM D 4214 "Standard Methods of Evaluating Degree of Chalking of Exterior Paints," for a term not to exceed twenty (20) years.
3) Fade or change in color in excess of the Vertical rating listed below in color difference units, as measured on exposed surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces when tested in accordance with ASTM D 2244 3.7.1 and 3.8.4, "Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates," for a term not to exceed twenty (20) years.

TERMS, CONDITIONS, AND LIMITATIONS

***Group 1: Adhesion – 20 years, Chalk – 20 years at 8, Fade – 20 years at 5:**
Almond, Bone White, Cityscape, Colonial Red, Hartford Green, Hemlock Green, Mansard Brown, Medium Bronze, Patina Green, Regal Blue, Sandstone, Sherwood Green, Sierra Tan, Sky Blue, Slate Gray, Stone White, Terra Cotta, Tropical Patina, Burnished Slate, Champagne Metallic, Silver Metallic, Classic Copper, Mountain Black

Group 2: Adhesion – 20 years, Chalk – 20 years at 8, Fade – 20 years at 7:
Charcoal Gray, Dark Bronze, Dark Ivy, Extra Dark Bronze, Teal

Group 3: Adhesion – 20 years, Chalk – 20 years at 8, Fade – 20 years at 9:
Brandywine, Matte Black, Regal Red, Electric Blue, Award Blue

Group 4: Adhesion – 20 years, Fade - 20 years at 8:
Premium Pattern Colors

Group 5: Adhesion – 20 years, Chalk – 20 years at 8
Champagne Metallic, Classic Copper, Silver Metallic, *Vintage
***Note**: *Vintage finish not warranted in industrial or marine applications.*

Group 6: Adhesion – 20 years, Chalk – 20 years at 8, Fade - 20 years at 5:
**Flurothane®* Coastal (all colors)
***Note**: *Flurothane Coastal finish is the only paint finish warrantable within 1,500 feet of a saltwater environment.*

Products Covered. This Metal Paint Finish Limited Warranty ("Limited Warranty") is limited exclusively to metal roofing panels and wall panel or metal trim fabricated from UNA-CLAD Metal and installed in accordance with Elevate's technical specifications. Any materials not manufactured or supplied by Amrize are not covered under this Metal Paint Finish Limited Warranty ("Limited Warranty").

Notice. In the event that any peeling, checking, cracking, chalking, fading or color change of the Finish occurs, Owner must give notice to Amrize Warranty Services in writing or by telephone within thirty (30) days of such occurrence. By so notifying Amrize, Owner authorizes Amrize or its designee to investigate the condition of the Finish at its option. Amrize will have no obligation to refinish any area(s) of the UNA-CLAD Metal if Owner fails to give proper notice to Amrize Warranty Services as set forth herein. Notifying Installing Contractor, a local contractor or an Elevate Sales Representative does not constitute notice to Amrize Warranty Services as required by this section. Owner agrees to retain original proof of purchase of the UNA-CLAD Metal and Elevate packing slip, and to supply the originals upon making a claim.

Investigation. Should the investigation reveal that the surface condition of the Finish is excluded under the Terms, Conditions, and Limitations set forth in this Limited Warranty, Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Owner is responsible for completing repairs not covered by this Limited Warranty to be made at Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by Owner to properly make these repairs in a reasonable manner using a licensed Elevate applicator and within sixty (60) days shall render this Limited Warranty null and void.

Limitations. If upon investigation, Amrize determines that the condition of the Finish is not excluded under the Terms, Conditions, and Limitations set forth herein, Owner's sole and exclusive remedy and Amrize's total liability shall be limited to refinishing of the affected area of the UNA-CLAD Metal determined by Amrize to require refinishing. Any and all refinishing work so performed by Amrize under the Terms of this Limited Warranty shall be performed using any standard finishing practices and materials. Amrize's obligation over the life of this Limited Warranty is limited to Owner's original purchase price of the UNA-CLAD Metal.

***Custom colors are warranted for Adhesion only for 20 years unless otherwise specified.**

****Flurothane is a registered trademark of The Sherwin-Williams Company.**

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Exclusions. Amrize shall have no obligation under this Limited Warranty, or any other liability, now or in the future for any damage to, or deterioration of or failure of, the Finish caused by: hail; winds; roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Amrize; standing water or the continuous spray of either salt or fresh water; any installation within 1,500 feet of a saltwater environment (Flurothane Coastal Finish excepted); acid, oil, harmful chemicals, or the reaction between them; surface temperatures that exceed 200°F; airborne sand abrasion; metal shavings; any failure caused by the attachment or mounting of any item or device to or near the UNA-CLAD Metal; or, improper handling during transportation and/or installation, including but not limited to, improper storage or placement, surface damage, or failure to remove strippable protective film.
Payment Required. Amrize shall have no obligation under this Limited Warranty unless and until Amrize and Installing Contractor have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the UNA-CLAD Metal. In the event that repairs not covered by this Limited Warranty are necessary in the future, Amrize reserves the right to suspend this Limited Warranty until such repairs have been completed and the qualified repair contractor and/or Amrize has been paid in full for such repairs.
Transfer. This Limited Warranty is not transferable or assignable in any manner and Amrize precludes Owner from claiming, representing, or implying that this Limited Warranty extends to or is available to anyone other than the Building Owner named above.
Term. The term of this Limited Warranty shall be for the period set forth above and shall not be extended under any circumstances without written approval from Amrize.
Access. During the term of this Limited Warranty, Amrize's employees or designees shall have free access to the Building for inspection, audit, or repair of the UNA-CLAD Metal during regular business hours. In the event that access is limited due to security, tenant concerns or other restrictions, Owner shall reimburse Amrize for all reasonable costs incurred during inspection and/or repair of the UNA-CLAD Metal that are due to said restrictions.
Waiver & Severability. Amrize's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force to the fullest extent permitted by law.
Disputes. Any dispute, controversy or claim between Owner and Amrize concerning this Limited Warranty or relating to any material(s) supplied by Amrize shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Amrize do not resolve the dispute, controversy or claim in mediation, Owner and Amrize agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Amrize from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.
Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

AMRIZE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY AMRIZE. AMRIZE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY AMRIZE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND AMRIZE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST AMRIZE AND AMRIZE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES OR THE ROOF DECK. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF AMRIZE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND AMRIZE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Amrize Building Envelope LLC
By:

Authorized Signature: SAMPLE

Title: