Mayne Coatings Corp. 27575 50<sup>th</sup> Ave Langley, BC V4W 0A2

warrants to;

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# **Longboard Product Warranty**

# Residential

Please input company name that's registering the warranty

	conform to the standards	cy screens as identified by the Prosesset out in Clause 1 and Clause 2 of this Warranty (attached).	
Product Codes:	Description:		
Print Name of Contractor or Ov	vner:		
Project Name:			
Property Address:			
Substantial Date of Completion	n:		
Description of Product on jobsi	te:		
I have read and agree to the te receipt of a copy of the Warran	· ·	gs Corp. Product 15 year finish wa	rranty and acknowledge
(Name of Owner/Contractor)		(Signature)	(Date)
Duly authorized for on behalf o	of Mayne Coatings Corp.		
(Name and Designation)		(Signature)	(Date)

Clause 1. Mayne Coatings Corp. expressly warrants that its aluminum soffit and/or siding is free from manufacturing defects in material or workmanship.

When siding is applied according to Longboard instructions and properly maintained, such product is guaranteed against the following:

- 3.1. Buckling: The product itself will be free of any buckling that is not associated with the substrate and/or structure to which the Longboard system is attached. For the purpose of this warranty, buckling shall be defined as warping of the product(s) exceeding one sixteenth of an inch out of plane per linear foot.
- 3.2. Corrosion: When applied according to Mayne Coatings Corp. instructions and properly maintained, such product is further guaranteed against rusting and corroding. Subject to the limitations set out in Clause 3.
- 3.3. What we will do. If, during the Limited Warranty Period, the Product is defective in material or workmanship, Mayne Coatings Corp. will, in its sole discretion, either repair or replace the defective portion of the Product, or, during the first (1st) through the fiftieth (50th) year, reimburse the Covered Person for up to twice the original retail cost of the defective portion of the Product. After the 50th year, this Limited Warranty will expire and shall no longer be applicable. If the original retail cost cannot be established by the Covered Person to Mayne Coatings Corp.'s reasonable satisfaction, the cost shall be determined by Mayne Coatings Corp. in its sole and reasonable discretion. Mayne Coatings Corp. replacement of the defective Product or reimbursement of this Limited Warranty is the exclusive remedy for the Covered Person for any defect in materials or workmanship. MAYNE COATINGS CORP. WILL NOT REFUND OR PAY ANY COSTS IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS.

#### Clause 2. Alluminate Finish

## During the warranty period there will be:

- I. Checking/Cracking. No visible checking or cracking of the Alluminate Finish on the building.
- II. Chalking Resistance. No chalking of the Alluminate Finish on the building in excess of that represented by No.8 rating based on ASTM D4214.
- III. Color Retention. No color change of the Alluminate Finish on the building greater that 5 (five) CIE Lab AE units calculated in accordance with ASTM 2244 Section 6.3. Color change shall be measured on the exposed paint surface which has been cleaned of oil, grease, chalk, oxidized film or other

- contaminants, corresponding values shall be measured on the original retained batch panel. (Panel stored in the dark at temperatures below 30°C)
- IV. Gloss Retention. Coated surface will exhibit gloss retention of a minimum of 30% of the original. Gloss retention shall be measured on the exposed paint surface which has been cleaned of oil, grease, chalk, oxidized film or other contaminants, corresponding values shall be measured on the original retained batch panel. (Panel stored in the dark at temperatures below 30° C)
- V. Adhesion. Adhesion of Alluminate Finish when initially applied to test panels and measured by reference to AAMA 2604-02 Clause 7.4.2 will show no removal of the film.

## **Clause 3. Warranty Terms and Conditions**

- 3.4. The "Warranty Period" for the warranties in Clause 1 shall mean the lifetime of the product for as long as the "owner", "purchaser" named above shall live and own the property on which the material was originally installed and for the warranty in Clause 2. shall mean fifteen (15) years, commencing on the date of completion.
- 3.5. Registration of the product is required for the warranty to be in effect. This warranty is valid for the original purchaser and one other owner of the structure where the product(s) have been installed.
- 3.6. One time transfer of warranty. Upon change of ownership, this Warranty, if still in effect, may be transferred to the new owner by the original purchaser under the terms and conditions of this Warranty, provided that the transfer must be registered not later than 90 days after transfer of the legal title to the property on which the product is installed; and provided that after the transfer, the Warranty shall be prorated based upon the date of installation. The right to transfer this Warranty is limited to the original purchasers and does not extend to transferees. If the transfer is not registered within ninety (90) days after transfer of the legal title, then Mayne Coatings Corp. shall have no further obligation under this Warranty.

- 3.7. Normal atmospheric conditions exclude corrosive or aggressive atmospheres such as those contaminated with chemical fumes, salt or other corrosive elements, including highly aggressive coastal areas within proximity of a body of salt water. Mayne Coatings Corp. recommends fresh water cleaning and maintenance program be in effect to prevent corrosion from accumulated deposits.
- 3.8. The warranty will not extend or cover:
  - a. Damages to the coated metal caused by handling, shipping, processing and/or installation; or
  - b. Damages to the coated metal caused by scratching or abrading after installation; or
  - c. Damages to the coated metal as a result of standing water in horizontal installations.
  - d. The warranty will not be applicable to damage or failure, which is caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion's, acts of war, or other such similar occurrences beyond Mayne Coatings Corp.'s control.
  - e. Customer shall make available to Mayne Coatings Corp. the dates of the installation of the coated metal, the maintenance records including details of washing and cleaning procedures in compliance with the annual cleaning requirements as stated in the Required Maintenance section of this warranty. Customers shall demonstrate that the failure of the coated metal was due to a breach of the warranty stated herein.
  - f. Claims must be made in writing to Mayne Coatings Corp. within 30 days of the discovery of a problem and authorization obtained prior to beginning any repair and/or refinishing work. The claimant must provide proof of coverage. Claims can be made by writing to Mayne Coatings Corp. at the Product Performance Department. After receiving such notice, Mayne Coatings Corp. must be given a reasonable opportunity to inspect and verify the claim.
  - g. Mayne Coatings Corp. exclusive liability under this warranty, or otherwise, will be limited to refinishing and/or repairing, at Mayne Coatings Corp.'s sole discretion, the defective powder coating. The warranty on any refinished, repaired or replaced coated metal supplied hereunder shall be for the remainder of the warranty period applicable to the originally coated metal. All warranty work will be performed by a company or contractor selected by Mayne Coatings Corp. Color variance between refinished and/or repainted product and original shall not be indicative of a defect.

- 3.9. This warranty represents the entire agreement between parties in relation to its subject matter and supersedes any previous agreement whether written or oral between the parties in relation to its subject matter. The limited warranties state the entire liability of Mayne Coatings Corp. with respect to the products covered by them. Mayne Coatings Corp. Shall have no liability for any incidental or consequential damages. No person is authorized to make any representation or warranty on behalf of Mayne Coatings Corp. except as expressly set forth above, and any such statement shall not be binding on Mayne Coatings Corp. Except as expressly set forth above, Mayne Coatings Corp makes no warranty of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Warranties shall be the duration of the limited warranty or such shorter duration as provided under applicable local law. These limited warranties give you specific legal rights, and you may also have other rights which vary from area to area.
- 3.10. NOTHING IN THIS WARRANTY SHALL BE CONSTRUED AS A WARRANTY OF THE WORKMANSHIP OF ANY INSTALLER OR AS IMPOSING ON MAYNE COATINGS CORP ANY LIABILITY FOR UNSATISFACTORY PERFORMANCE CAUSED BY FAULTY WORKMANSHIP IN INSTALLATION.
- 3.11. It's agreed all parties involved that all claims and disputes relating to this agreement that cannot be settled through negotiation will try in good faith to first settle the dispute by mediation administered by the American Arbitration Association (Construction Industry Mediation Procedures) as a prelude to mandatory binding arbitration. Such binding arbitration is to be conducted and administered by the Construction Industry Arbitration Rules of the American Arbitration Association. Both seller and purchaser agree to share equally in the costs of both mediation and arbitration and that such binding arbitration will be the sole and final remedial action.
- 3.12. Required Maintenance. On an annual basis use a soft sponge or cloth, water and mild detergent, non-abrasive soap with the pH range of 5-9 to clean the powder coated area of dirt, grim and other debris. Pressure washing and the use of harsh detergents or chemicals is not recommended. Include in your maintenance records the following: date, time, specific products used, name of maintenance person and their designation, maintenance company name and general condition of the powder coated finish.