

35 YEAR METAL PAINT FINISH LIMITED WARRANTY

KASTLEGARD™

RANCHGARD™

Warranty No.

Building Address:

Warranty Period Of: THIRTY-FIVE (35) Years Beginning on:

Contractor:

SAMPLE

For the warranty period indicated above, Best Metal Fence Company ("BMF"), a division of Architectural Metal Fence, LLC, a Texas limited liability company, warrants to the Purchaser that, subject to the Terms, Conditions and Limitations set forth below, the exterior paint finish ("Finish") on the coil-coated metal supplied by BMF, will not exhibit the following exterior surface conditions, measured at the values listed below by Group: 1) Peeling, checking or cracking, except for crazing or cracking that may occur on formed edges or bends of the metal fencing panels and trim, 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 thirty (30) years, or 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 thirty (30) years.

TERMS, CONDITIONS AND LIMITATIONS

Group 1: Adhesion – 35 years, Chalk – 30 years at 8, Fade – 30 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, Champagne Metallic, Classic Copper, Silver Metallic
Group 2: Adhesion 35 years, Chalk – 30 years at 8, Fade – 30 years at 7: Charcoal Gray, Dark Bronze, Dark Ivy, Extra Dark Bronze, Teal
Group 3: Adhesion – 35 years, Chalk – 20 years at 8, Fade – 20 years at 9: Brandywine, Matte Black, Regal Red, Electric Blue, Award Blue

- 1. Product Usage.** This Metal Paint Finish Limited Warranty (the "Limited Warranty") is limited exclusively to metal fencing panels and trim fabricated from BMF and installed in accordance with BMF technical specifications.
- 2. Notice.** In the event any peeling, checking, cracking, chalking, fading or excessive color change are observed by the Purchaser, the Purchaser must give notice in writing or by telephone to BMF within thirty (30) days of any such observation. Written notice may be sent to BMF at the street address or fax number shown on this Limited Warranty. By so notifying BMF, the Purchaser authorizes BMF or its designee to investigate the surface condition of the metal.
- 3. Investigation and Remedy.** If upon investigation, BMF determines that the surface condition of the metal is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Purchaser's sole and exclusive remedy and BMF's total liability shall be limited to the refinishing of the metal as determined by BMF to require refinishing. Any and all refinishing work so performed by BMF in compliance with this warranty shall be performed by using any standard finishing practices and materials. If the investigation reveals that the surface condition of the metal trim is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Purchaser to pay for these costs shall render this Limited Warranty null and void.
- 4. Disputes.** Any dispute, controversy or claim between the Purchaser and BMF concerning this Limited Warranty shall be settled by mediation. In the event that the Purchaser and BMF do not resolve the dispute, controversy or claim in mediation, the Purchaser and BMF agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Collin County in the state of Texas. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
- 5. Paint Finish Colors.** This warranty shall extend only to standard colors identified as such in BMF published literature at the date of issuance of this Limited Warranty or as approved in writing by BMF. Colors identified as "metallic" by BMF are not warranted against fade or change in color.
- 6. Payment Required.** BMF shall have no obligation under this Limited Warranty unless and until BMF has 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 fabrication and installation of the metal.
- 7. Exclusions.** BMF shall have no obligation under this Limited Warranty, or any other liability, now or in the future if peeling, checking, cracking, chalking, fading or excessive color change of the metal is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to wind, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the metal (c) Failure by the Purchaser to use reasonable care in maintaining the metal, said maintenance to include, but not limited to those items listed in the "BMF Paint Finish Cleaning and Maintenance Guide" on the reverse side of this Limited Warranty; (d) Deterioration or failure of fencing components, including, but not limited to, concrete, sealants, mortar, EIFS, etc.; (e) Condensation or moisture infiltration in, through, or around the fencing components (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the metal, including but not limited to chemical fumes, salt water spray or any installation within 1500 feet of a saltwater environment, surface temperatures that exceed 200 degrees Fahrenheit, airborne sand abrasion, metal shavings, standing water or the continuous spray of water (h) Alterations or repairs to the metal fencing panels and trim not approved in writing by BMF; (i) Any failure caused by the attachment or mounting of any item or device to or near the metal fencing panels and trim, or by improper handling during fabrication and installation, including but not limited to, improper equipment fabrication, storage, transportation, erection, placement or failure to immediately remove strippable protective film coatings; (j) Failure to give proper notice as set forth in paragraph 1(a) above; (k) any punched or vented steel.
- 8. Transfer.** This Limited Warranty shall be transferable subject to BMF's inspection and written approval, and to Purchaser's payment of the current transfer fee set by BMF.
- 9. Term.** The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.
- 10. Access.** During the term of this Limited Warranty, BMF's designated representative or employees shall have free access to the metal during regular business hours. In the event that access is limited due to security or other restrictions, Purchaser shall reimburse BMF for all reasonable cost incurred during inspection and/or refinishing of the metal that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, as necessary to expose the metal for inspection and/or refinishing.
- 11. Waiver.** BMF'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.
- 12. Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Texas without regard to that State's rules on conflict of laws.
- 13. Severability.** 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.

BMF DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY BMF. BMF 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 BMF. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND BMF HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST BMF, AND BMF SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE PROPERTY OR ITS CONTENTS. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF BMF. NO OTHER PERSON HAS ANY AUTHORITY TO BIND BMF WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Best Metal Fence Company
115 S. Cole Street
Nevada, Texas 75173
972-578-1599
Fax: 800-390-1578