

# Long Creek Steel, LLC Warranty

## 40 Year Painted Limited Warranty

Long Creek Steel, LLC warrants in the continental United States that under normal atmospheric conditions, the exterior paint on its pre-painted Long Creek Steel metal roof and siding panels will meet the following specifications:

**Film Integrity:** For forty (40) years, will not peel, flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation. NOTE: Slight crazing or cracking may occur on roll-formed edges or break bends at the time of forming, and is considered as standard - such crazing or cracking shall not constitute a basis for complaint under this limited warranty: and

**Chalk Rating:** For thirty (30) years, sidewall panels will not chalk more than a number eight (8) rating and roof panels will not chalk more than a number six (6) rating when measured per ASTM D 4214, Method A: and

**Fade Rating:** For thirty (30) years, sidewall panels will not change color more than seven (7) AE (delta E) Hunter units and roof panels will not change color more than (7) AE (delta E) Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surfaces deposits and chalk per ASTM D 3964.

### Limitations on Warranty

1. This Warranty is extended to the original buyer only and is not transferable or assignable.
2. Seller's Warranties apply only to panels which have been exposed to normal weather and atmospheric conditions and does not apply to defects or failures caused by the acts of God, falling objects, misuse, improper assembly, external forces, explosions, fire, vandalism, deliberate destruction or damage, riots, civil commotions, act of war, hot or cold ashes, creosote, radiation, or harmful gases or fumes, excessive salt atmospheres, chemicals, acid rain and foreign substances (i.e., abnormal quantities of sand or dirt particles) in the air or atmosphere. Regardless of roof or pitch, internal contamination created by improper ventilation or improper housekeeping. Installation must provide for proper drainage so as not to hold any water, this Warranty does not cover damages to the product's finish caused by shipping, handling, transit, processing, storage, or installation including moisture entrapment in bundles during transit or storage.
3. Claims arising from the following conditions will also not be warranted: A.) Steel shavings from cutting or drilling sparks that come into contact with the paint surface. B.) Damages to the paint surface due to the use of abrasive saw blade. C.) Panels used on or near animal confinement. D.) Damage due to the wet, green or treated lumber. E.) Use of fasteners not recommended by Long Creek Steel which are deemed inferior. F.) Any product installed after 30 days of delivery date.
4. This Warranty does not cover failures resulting from improper forming, fabrication or embossing: cut edge exposure and edge creep: corrosion of the substrate: or the development of any other between the coating and the substrate which caused the coating to degrade or delaminate.
5. In no event shall the Warranty extend beyond 40 years and one month from the date of the invoice of the panels.

### Buyer Obligations

1. Buyer must inspect material received from Seller prior to installation as to mitigate expense involved in repairing, repainting or replacing defective sheets. The Buyer accepts responsibility upon receipt of the material in the condition in Paragraph 3 of Limitations on Warranty.
2. Any claim on account of a defect in the product or of any other cause whatsoever shall be deemed WAIVED by Buyer unless written notice thereof is given to seller within 30 days after discovery of the defects and within the applicable guarantee period. Seller shall be given reasonable opportunity to investigate all claims and no products shall be returned to Seller without Seller's inspection, approval and receipt by Buyer of written shipping instructions from Seller.
3. To be effective Buyer must provide the Seller the original Long Creek Steel invoice with the Long Creek Steel order and invoice number, date of shipment by Long Creek Steel, and the date of installation in the form of roofing and siding panels of the claimed defective sheet. Buyer shall also present such evidence that establishes that any claimed defect was due to the breach of guarantee stated herein. Buyer must present photo evidence to the Seller of claim before a site visit is given. One photo of the claim or claims and (4) photos of the complete project facing North, South, East and West. These records must be duly authenticated, be made in the ordinary course of business, and be contemporaneous with the events noted therein.
4. Should the Buyer become insolvent, bankrupt, make an assignment for the benefits 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.

### Exclusive Remedy

If any Seller's products fail to perform as warranted, the company will, at its option, repaint or replace the defective panels or refund the buyer the original price, less prorated paid for the material. Long Creek Steel's total liability is expressly limited to the purchase price of the defective material. Except as provided herein, Long Creek Steel shall not be liable for any losses, damage or expense, whether direct, incidental or consequential, caused by or resulting from the use of defective or non-conforming products.

### Exclusive of Warranties

The express Warranties and Remedies stated herein are the exclusive Warranties and Remedies applicable to the products. All implied Warranties, including any implied Warranty of Merchantability or fitness for a particular purpose, are expressly excluded.



Long Creek Steel, LLC  
46569 286th Street  
Lennox, SD 57039  
(605) 647-3279

Effective date: January 2011

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- ◆ Panels shall be warranted only if they have sufficient slope to prevent the accumulation of standing water.
- ◆ This Warranty does not cover failures resulting from edge corrosion or if failure is caused by failure of metal substrate, or conversion coating material. This Warranty does not cover occurrences of wet storage stains.
- ◆ Seller shall not be liable for any special or consequential damages except as may be expressly set out herein. Without limiting the generality of the forgoing, this Warranty pertains to product only, and the Seller shall not be liable for or relating to labor or loss of use of structure or damage to contents of structure.
- ◆ **Transfers, Representations and Assignments.** This Warranty is extended to Buyer as the original purchaser from Seller and is nontransferable and nonassignable even if Seller products are sold or otherwise transferred. No rights against Seller shall be created by a transfer or assignment, nor shall any rights against Seller survive any transfer or assignment. Buyer, or its agents or representatives, shall not claim, represent or imply nor permit its customers, distributors, applicators or contractors to claim, represent or imply that this Warranty extends or is available to parties other than Buyer, and to limit of its legal right to do so, Buyer shall cause any party to cease and desist in any such misrepresentation. This condition shall constitute a material term of this Warranty and its violation by Buyer shall excuse Seller from its obligations hereunder.
- ◆ **Termination.** Seller reserves the right to terminate or modify this Warranty except with respect to orders which it has already accepted upon the giving of written notice thereof.
- ◆ **Effective Date.** The effective date of this Warranty shall be the date on which the Buyer takes possession of Seller's product.
- ◆ **Agreed Procedure for Determining Conformation with Specification.** For the purpose of determining whether an exposed panel meets the standards set forth above, all chalk, dirt and other film deposits on the area of the panel to be tested for color must be removed by washing prior to evaluation.
- ◆ To wash the test area, use a pad of 28/24 mesh cheesecloth and distilled water and a mild detergent cleaner. Wet the cheesecloth thoroughly with the cleaning and rub it, using moderate hand pressure, over an area of the panel approximately 4" x 4". Care must be taken to avoid any scratching, burnishing or other physical alteration of the coated surface.
- ◆ After washing, as described above, flush off the test area with distilled water and allow to air dry.
- ◆ Failure to keep condensation from nested materials may result in damage or wet storage stain, voiding manufacturer's guarantee.

If project requires a material/finish Warranty to be issued, completely fill out information below and submit to Long Creek Steel, LLC customer.

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Installer Name: \_\_\_\_\_

LCS Invoice: \_\_\_\_\_

LCS Rep. Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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