

LIMITED 40 YEAR WARRANTY ON THE SILICONIZED POLYESTER FINISH APPLIES TO MEKJO METALS LLC ROOFING AND SIDING 36" D-RIB PANELS

The color-coded finish on All Steel Building Panels is produced and applied according to standard application practices. **Mekjo Metals LLC** warrants that the color-coded finish applied to its roofing and siding panels will not, within a period of 40 years after the installation or 40 years and one month after the date of shipment of the panels from **Mekjo Metals LLC** facilities (whichever comes first) under normal atmospheric conditions:

1. Blister, peel, check, or lose adhesion.
2. Chalk in excess of numerical rating greater than six (6) for All Steel Panels installed on roofs, or a numerical rating greater than eight (8) installed on side walls. These ratings will be measured in accordance with the standard procedures specified in ASTM-D-659-74 using a Jacobson Chalk Tester.
3. Fade by more than five (5) units of color difference for color-coated panels installed on side walls, or more than eight (8) units of color difference for finishes installed on roofs. These measurements will be made in accordance with the standard procedures specified in ASTM-D-2244-68 (reapproved 1974) color system A-1 using a Bausch and Lomb 505 Recording Spectrophotometer.

Terms and Conditions

This warranty is expressly subject to the following terms and conditions:

1. **Limitation of Liability:** The remedy for any claims arising from a defective color-coated finish on All Steel Building Panels shall be limited to refinishing or replacing the defective panels, or where applicable, a refund. **MEKJO METALS LLC SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR OTHER EXPENSES, WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL, CAUSED BY OR RESULTING FROM THE USE OF DEFECTIVE OR NONCONFORMING MEKJO METALS LLC PANELS OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. MEKJO METALS LLC'S TOTAL LIABILITY IS EXPRESSLY LIMITED TO THE PURCHASE OF THE ALL STEEL BUILDING PANELS. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to a particular consumer.**
2. **Exclusive Warranty:** The express warranty stated herein is the exclusive express warranty applicable to the color-coated finish on All Steel Panels. ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE TIME PERIOD OF THE EXPRESS WARRANTY SET FORTH HEREIN. *Some states do not allow limitations on how long an implied warranty lasts, so this limitation on the duration of implied warranties may not apply to a particular consumer.*

3. **Legal Rights:** This warranty provides specific legal rights, and other rights which vary from state to state may apply.
4. **Claims Procedure:** Claims under this warranty must be made in writing to **Mekjo Metals LLC** at the address set forth below within 30 days of discovery. **Mekjo Metals LLC** must be allowed to inspect the All Steel Building Panels before any further action shall be taken.
5. **Atmospheric Exclusions:** Abnormal atmospheric conditions to which this warranty does not apply include but are not limited to hail, exposure to salt, water spray, corrosive or harmful chemicals (whether solids, liquids or gases), airborne contaminants, or other abnormal atmospheric conditions of a similar or dissimilar nature.
6. **Force Majeure:** This warranty shall not be applicable to damage or defects caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, excessive radiations, or other such similar or dissimilar occurrences beyond **Mekjo Metals LLC's** control.
7. **Handling and Storage:** Defects or damages to the **Mekjo Metals LLC** color-coated finish caused by handling, shipping, transit, processing, storage or installation are not covered.
8. **Hairline Cracking:** Minor hairline cracking of the color-coating finish is not covered by this warranty.
9. **Uniformity:** The All Steel color-coated finish is not warranted for weather uniformity under non-uniform conditions of exposure or use.

Warranty Agreement and Sign-off

We have read and agree to the terms and conditions as outlined in this Guarantee.

MEKJO METALS LLC

By: _____
Signature: _____ Date: _____

MEKJO METALS LLC CUSTOMER

By: _____
Signature: _____ Date: _____
Title: _____

Invoice Number: _____

Project Location: _____

Corporate Address:

Mekjo Metals LLC
P.O. Box 1070
1415 2nd Ave N
Fargo, ND 58107