



## ***Loc Star, NS-18 & Snap Star 40 Year Limited Warranty***

### **Warranty Terms**

North Star Metals Mfg. Co. Inc. "North Star" extends the following 40 Year Warranty "Limited Warranty" concerning sales of Loc Star, NS-18 & Snap Star panels that utilize a galvanized or Galvalume substrate coated with Trinar, Kynar 500 or Hylar 5000. This Limited Warranty applies to aforementioned panels "Product" manufactured by North Star for use in structure cladding by the original purchasing owner "Original Buyer" in the United States, Canada and Mexico.

### **Weathering Performance**

- ***Coating Integrity (Adhesion)***

For a period of forty (40) years, the Product's paint system will not crack, peel, lose adhesion or otherwise flake in a manner that is apparent during ordinary outdoor visual observation. A crack is defined as a break in the paint coating sufficiently deep to make underlying surface visible. Peeling, flaking and loss of adhesion refer to paint coating detaching in macroscopic fragments. Slight crazing may occur on roll formed corners or break bends at the time of forming and should be considered as standard and therefore do not constitute a basis for claims under this Limited Warranty.

- ***Fade Rate***

For a period of thirty five (35) years, Product in roofing applications will not change color more than five (5)  $\Delta E$  (Delta E) Hunter units when measured in accordance with ASTM D 2244 on clean surfaces after removing dirt, chalk and other surface deposits per cleaning methods denoted in ASTM D 3964. Fading refers to the change in color in either direction (darkening or lightening) over time with exposure to sunlight and/or pollutants including acid rain. It is understood that fading may not occur uniformly due to unequal exposure to sunlight and/or pollutants and that varying color change, within the numerical range stated herein, does not constitute a basis for claims under this Limited Warranty

- ***Chalk Rate***

For a period of thirty five (35) years, Product in roofing applications will not chalk greater than a number eight (8) rating when measured per ASTM D 4214, method A. Chalk refers to the formation of loose, removable powder generated from the paint coating itself during breakdown of the paint coating's resin or binder. It is understood that chalking, like fading, may not occur uniformly due to unequal exposure to sunlight and/or pollutants and that varying chalking, within the numerical range stated herein, does not constitute a basis for claims under this Limited Warranty.

### **Limitations of Warranty**

1. If it is determined to North Star's reasonable satisfaction, upon North Star's inspection, that a sheet is defective, North Star shall, at its sole discretion, choose to repair, repaint, or replace the defective sheet utilizing such normal materials, methods and workmanship as are needed to fulfill the original performance guarantee but without extension of the Limited Warranty duration period. In fulfillment of this guarantee, North Star shall in no event be liable to incur costs which exceed North Star's price contemporary to the date the Original Buyer took possession of the Product.
2. This Limited Warranty is extended only to the Original Buyer and is non-transferable. This Limited Warranty applies only to the initial installation of the Product. Removal and/or reinstallation of the Product voids all terms in this Limited Warranty.
3. The paint coating of the Product is warranted against cracking, checking, or peeling for the lifetime of the structure. From the date the Product is installed by the Original Buyer this Limited Warranty guarantees the numerical fade and chalk ratings listed herein for a period of thirty five (35) years provided that the installation of the Product by the Original Buyer occurs within six (6) months from the date the Original Buyer takes possession of the Product.
4. North Star's Limited Warranty shall be void and does not apply to improperly installed Product; Product that has suffered scratching or abrasion or has been damaged by abrasive or chemical cleaners; has corrosion of cut edges; has been abused, altered, modified or used in a manner not originally intended; stored contrary to recommendations of North Star; otherwise handled or applied contrary to good industry practice, including, regardless of roof pitch, installation that does not provide proper drainage so as not to hold water; has been damaged due to moisture entrapment in bundles after Original Buyer takes possession of product; installed with or allowed to have (after installation) vegetation in extremely close proximity (contacting), installed and allowed to be in contact with dirt, gravel, or anything that would cause prolonged moisture entrapment; has been stored or installed in such a way which allows standing water on the coating; installed in or allowed to be in contact with any chemically aggressive environment (containing such substances as fumes, ash, salts, dirt, grease or high humidity); has been stored (post transit) or installed in such a way that allows contact with animals and/or animal waste or its decomposition products; Product installed without insulation from dissimilar metals; Product that has been improperly grounded (electrically); Product that is applied without adequate (explicitly North Star approved) protection over lumber which has been treated with preservatives or fire resistant salts, regardless of whether such treatments are occasioned knowingly or without the knowledge of the Original Buyer or any other party, this exclusion includes, but is not limited to, lumber which has been treated with ACO (Alkaline Copper Quaternary), CA (Copper Azole), CBA (Copper Boron Azole), pentachlorophenol, CCA (Chromated Copper Arsenate) salts, Creosote, Flour-Chrome Arsenate Phenol, or any similar treatment for fire and rot resistance; has any other condition causing de-lamination and degradation of coating not related to coating integrity.
5. North Star's Limited Warranty shall apply only to Product exposed to normal weather and atmospheric conditions and does not apply to damage or failures related to acts of God, fallen objects, abuse, improper storage/installation, explosions, fire, vandalism, deliberately destructive acts, rioting, acts of war, radiation, harmful gases or fumes, atmospheres containing excessively high salt concentrations, chemical exposure, foreign substances including but not limited to abnormal quantities of sand or dirt particles in the air or atmosphere. This Limited Warranty shall be void and does not apply to Product stored or used within one-thousand (1000) meters (3250ft) of any salt-water environments.
6. All time frames herein shall be calculated from the date the Original Buyer takes possession of the Product.
7. North Star's Limited Warranty shall apply only to interior continuous surfaces beginning three-quarters of an inch (3/4") from any breaks or discontinuities in the Product. Breaks include, but are not limited to, folded or roll-formed corners and hems. Discontinuities include, but are not limited to, cut edges, manufactured or otherwise, holes, perforations and other terminations that expose the substrate.



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### **Buyer Obligations**

1. Product must be paid for in full at the time the Original Buyer takes possession of the Product
2. Original Buyer must use reasonable due diligence to inspect Product prior to installation so as to mitigate expenses incurred in repairing, repainting or replacement of defective Product.
3. Any claim on account of defect in Product or for any other case whatsoever shall be WAIVED by North Star unless written notice is given to North Star within thirty (30) days following the discovery of the grounds for the claim. North Star must be given reasonable opportunity to investigate all claims. Product is not to be returned to North Star without inspection by North Star, approval by North Star and receipt by Original Buyer of written shipping instructions from North Star. All transportation and shipping costs to North Star shall be the responsibility of the Original Buyer.
4. Original Buyer's written notice shall include records that enable the establishment of North Star order number, North Star invoice number, date Original Buyer took possession of Product, as well as date of installation of claimed defective Product. These records must be duly authenticated and must have been made in the ordinary course of business as well as having been made during the period of events noted within Original Buyer's written notice. Original Buyer must also present reasonable evidence that establishes that any claimed defect was due to a breach of warranty stated herein.
5. All obligations of and conditions imposed upon the Original Buyer under this Limited Warranty are considered material terms of this Limited Warranty and any violation or failure to comply with obligations and conditions stated herein by the Original Buyer shall eliminate all obligations and responsibility of North Star to the Original Buyer.

### **Limitation of Liability**

1. The Limited Warranty described herein shall be exclusive and in lieu of any any all other warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose. North Star disclaims and the Original Buyer waives all liability of North Star in tort, strict or otherwise, or otherwise in law, for damages, direct or consequential, resulting from a defect in design, material, workmanship, or manufacture, whether or not occasioned by North Star's negligence.
2. This Limited Warranty shall not apply in the event of the occurrence of any of the following conditions, regardless whether such conditions are occasioned by the negligence of the Original Buyer or any other party; Damage incurred in the handling or shipment of the Product, Damage incurred as a result of improper storage prior to installation that allows for poor circulation, Damage resulting from prolonged moisture contact or contact with corrosives and/or similarly destructive substances, Damage resulting from edge corrosion or failure of the metal substrate, or any failure not related to the integrity of the exterior finish.
3. North Star disclaims and the Original Buyer hereby waives all liability not expressly provided herein of North Star for damages resulting from the handling, installation, or failure of this product including but not limited to: injury to person or property and incidental and consequential damages for loss of use, revenue, or profit.

### **Termination of Warranty**

1. North Star reserves the right to wholly terminate this Limited Warranty and any guarantees, express or implied, except with respect to orders which it has already accepted upon the giving of written notice thereof.

### **Validation**

#### **For this Limited Warranty to be Effective;**

1. The supplier (Retail Distributor) of the Product or the Original Buyer must fill out the information listed below.
2. The Original Buyer should maintain this warranty for use if a claim is ever filed; a copy of this Limited Warranty must be provided along with any claim that is filed.
3. North Star shall have no obligation whatsoever under this warranty unless the Product has been paid for in full in the ordinary course of business.
4. The Product listed on the indicate invoice is, in fact, the Product type shown on the title of this warranty.

North Star Invoice Number: \_\_\_\_\_

North Star Order Number: \_\_\_\_\_

Date Product was taken into possession by the Original Buyer: \_\_\_\_\_

Date of Installation: \_\_\_\_\_

Supplier's Name: \_\_\_\_\_

Supplier's Signature: \_\_\_\_\_

Original Buyer's Signature: \_\_\_\_\_