



## ***DML USA PRUSZYNSKI SAPPHIRE ROOFING SYSTEM WARRANTY***

This warranty agreement is made between DML USA Pruszynski and to the customer as identified in this certificate and purchases DML USA Pruszynski's Sapphire 350/15 or Sapphire 400/20 (hereafter called the "Product") .This only applies to product if erected within Hawaii, the continental United States and Canada.

DML USA Pruszynski warrants that the DML USA Roofing System will: be free of manufacturing defects which adversely affect its performance, be resistant to blow-offs in wind velocities up to 120 miles per hour, be resist to hail damage. For the purpose of this Limited Warranty, hail damage is defined as penetration of hail stones completely through the Sapphire or cracks or splits of the panel's steel substrate around the point of impact. The duration of this Limited Warranty will be fifty (50) years from the date of delivery of the Roofing System to its original purchaser or such purchaser's agent or principal. DML USA Pruszynski also warrants that for thirty five (35) years coating Kynar 500® finish will not peel, flake, or crack except for slight crazing or cracking as may occur on normal roll-forming or brake bending or other fabrication and which is accepted as standard in the industry; and will not change color more than five (5) ΔE (delta E) Hunters units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964; and will not chalk more than a number eight (8) rating when measured per ASTM D 4214, Method A.

This Warrant is subject to the following conditions.

- A. This warranty does not cover damage or deterioration caused by any occurrence beyond DML USA Pruszynski. Including, without limitation, fire, vandalism, corrosion of the metal substrate, falling objects, foreign substances in the atmosphere (such as those contaminated with chemical wastes or acidic substances, polluted or toxic atmospheres or marine environments). Intermittent or continual submersion in water or any other liquid or solid material, damage from wind, improper handling by installers, fabrication of the flat sheet or coil mechanical damage or any other physical damage by installers.
- B. This warranty does not cover damage or deterioration resulting from moisture contamination or entrapment. Failure to handle, store, install or maintain the product in accordance to our published recommendations and normal prudent trade practice. Contact with copper, lead or similar corrosive substances. Scratching or abrading of the product during or after installation.
- C. It is acknowledged that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements and are not covered by this warranty: Uniform fading and color changes of the product are excluded from this warranty, since exposure to sunlight and extremes of weather and temperature will cause any colored surface to gradually fade, darken, chalk or acquire surface accumulation of dirt and stains. The severity of these conditions will depend on the air quality, the geographic location and other local conditions over which DML USA Pruszynski has no control. It is recommended that there be a systematic fresh water rinse maintenance program in effect too all exposed areas of the product especially in areas of high salt concentration, marine environments and areas of toxic or acidic atmospheres, so as to prevent the accumulation of concentrated deposits.
- D. In the event of any claim or threatened claim under this warranty you agree to allow DML USA Pruszynski or one of its authorized representatives to have access to your premises at all reasonable times for the purpose of inspection and or assessment of the extent of the defect in your product.
- E. DML USA Pruszynski shall not be liable for any injury or damage to property other than the SZAFIR 350/15 or SZAFIR 400/20 as a condition when purchased by the customer from DML USA Pruszynski. In all instances DML USA Pruszynski will have the sole and exclusive right to determine whether or not refinishing or replacement of the failed product is required and to fulfill it's obligation under the warranty. DML USA Pruszynski reserves the right to negotiate and approve any final contract let for refinishing and or replacing defective product as the case may be.

- F. All claims under this warranty must be presented in writing during the warranty period and within thirty (30) days after the customer is informed or becomes aware of a defect in or of the product. Time is of the essence and failure to give notice within the specified time shall discharge DML USA Pruszynski from any obligation under this warranty.
- G. The customer acknowledges that DML USA Pruszynski is not the manufacturer of the steel warranted herein and agrees that all issues and claims arising from or related to the exceptions set forth herein shall be determined finally and conclusively as to the customer by the original steel manufacturer.
- H. In order for the fifty year warranty to take effect, an inspection must be done at least once every ten years within the fifty year warranty. Such inspection must be made by owner in order for warranty to be extended, otherwise warranty will be terminated. The inspection must be submitted in writing via registered mail. The written statement should include the current owner's name, address and telephone number. All warranty work shall be performed by a company, dealer, contractor, installer, distributor or those deemed suitable and approved by DML USA Pruszynski. The owner will be responsible for inspection fee for any visit or inspection done.
- I. In the event that DML USA Pruszynski does replace any defective product you should note that there are likely to be color and texture differences between the old and new portions of the product. This condition shall not be indicative of a defect. DML USA Pruszynski recommends that the homeowner routinely cleans the gutters and remove all branches and debris that are in contact with the roofing system. Home maintenance is always the responsibility of the homeowner. DML USA Pruszynski will not reimburse for any of expenses whatsoever, including, without limitation, the costs of installing the replacement parts.
- J. DML USA Pruszynski reserves the right to discontinue and/or make changes in Product. In the event the Product referred to in this Limited Warranty is not available, DML USA Pruszynski, at its discretion, will replace material of equal grade, quality, and price, not exceeding the original purchase price of the Product.
- K. THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY AND NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED. INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE ARE MADE. ANY SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO OTHER WARRANTIES. WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST THE SELLER AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF DML USA PRUSZYNSKI. DML USA PRUSZYNSKI SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. DML USA PRUSZYNSKI HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY. THIS WARRANTY IS EXTENDED SOLELY TO THE CUSTOMER. IT IS NONTRANSFERABLE AND NONASSIGNABLE AND THE CUSTOMER SHALL NOT PERMIT OR AUTHORIZE THEIR EMPLOYEES, AGENTS, REPRESENTATIVES OR THEIR CUSTOMERS TO CLAIM, ENLARGE ON OR EXTEND THAT THIS WARRANTY IS AVAILABLE TO ANYONE OTHER THAN THE CUSTOMER. IN THE EVENT OF A MATERIAL BREACH OR VIOLATION BY THE CUSTOMER OR ANY OF THE CUSTOMERS AGENTS OR REPRESENTATIVES OF ANY OF THE CONDITIONS OF THIS AGREEMENT.

Project Name/ID: \_\_\_\_\_, Coil #: \_\_\_\_\_, Tel: \_\_\_\_\_

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

Installing Contractor: \_\_\_\_\_, Tel: \_\_\_\_\_, Date: \_\_\_\_\_

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

IN WITNESS WHEREOF, DML USA Pruszynski and \_\_\_\_\_ have executed this agreement on this day and year shown below.

Customer

Signed for and behalf of  
**DML USA Pruszynski**

\_\_\_\_\_

\_\_\_\_\_

Date:

Date: