FIRESTONE WARRANTY
GENERAL TERMS, CONDITIONS AND LIMITATIONS

Warranty No:
Project No:
Start Date:

Building Identification:
Building Address:
Building Owner:
Installing Contractor:

SAMPLE

Subject to the terms, conditions and limitations set forth herein, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, provides the Building Owner ("Owner") named above with this Limited Warranty for the Firestone provided System(s) or Material(s) set forth herein. This Limited Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions and limitations are defined in subsequent pages. In the event that inconsistencies exist between the General Terms, Conditions and Limitations listed below and the Terms, Conditions and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS AND LIMITATIONS

Payment Required. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have 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 System or Materials. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Materials or which impair the System's or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Materials. Said maintenance to include, but not be limited to, those items listed in the current version of the Firestone Owner's Manual available at www.firestonebpco.com in the Building Owner's Toolbox; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, or the failure of wood nailers to remain attached to the structure; Construction generated moisture, condensation or infiltration of moisture in, from, through or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Firestone specifications, not completed by a Firestone-licensed applicator and/or completed without proper notice to Firestone; The design of the system: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure. Such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any non-Firestone brand materials used in the Firestone System or Installation not specifically accepted in writing by Firestone to be included in warranty coverage; or, Change in building use or purpose.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka – Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation or repairs to the System or Material, excluding ballast or pavers accepted by Firestone or overburden specifically included in subsequent pages of this Limited Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Firestone's written approval.

Access. During the term of this Limited Warranty, Firestone's designated representatives or employees shall have free access to the Installation location for inspection, audit, or repair purposes during regular business hours. In the event that access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.

Waiver & Severability. Firestone'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. 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.

Disputes. Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty, or relating to any Material supplied or specifically required by Firestone, shall be settled by mediation. The Owner hereby releases Firestone from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Indiana without regard to its rules on conflict of laws.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE 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 FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Firestone
Firestone Building Products

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FIRESTONE METAL PAINT FINISH LIMITED WARRANTY

SAMPLE

Warranty No:
Project No:
Start Date:

Building Identification:
Building Address:
Building Owner:
Roofing Contractor:

Name of Roof Area
Paint Finish – 35 Years **Square Footage: XXXXX**

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, refinish any exterior paint finish ("Finish") on the UNA-CLAD brand coil-coated metal ("UNA-CLAD Metal") supplied by Firestone as part of the Firestone Project listed above that exhibits any of the following exterior surface conditions measured at the values listed below by Group:

1) Loss of Adhesion, including, but not limited to, peeling, checking or cracking, except for crazing or cracking that may occur on formed edges or bends of metal roofing panels and trim, for a term not to exceed thirty-five (35) years.
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.
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

Warranty Period of:

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, Burnished Slate

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

Group 4: Adhesion – 20 years, Chalk – 20 years at 8
Champagne Metallic, Classic Copper, Silver Metallic, Weathered Zinc, *Vintage, Dreamscape Prints
***Note**: *Vintage finish not warranted in industrial or marine applications*.

Products Covered. This Metal Paint Finish Limited Warranty ("Limited Warranty") is limited exclusively to metal roofing panels and trim fabricated from UNA-CLAD Metal and installed in accordance with Firestone technical specifications by a Firestone-licensed applicator. Any materials not manufactured or supplied by Firestone are not covered under this Limited Warranty.

Notice. In the event that any peeling, checking, cracking, chalking, fading or excessive color change are observed by the Owner, the Owner must give notice to Firestone in writing or by telephone within thirty (30) days of any such observation. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the condition of the Finish at its option.

Investigation. Should the investigation reveal that the surface condition is excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay these costs shall render this Limited Warranty null and void. The Owner is responsible for completing repairs not covered by this Limited Warranty to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within sixty (60) days shall render this Limited Warranty null and void.

Limitations. If upon investigation, Firestone determines that the condition of the Finish is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the refinishing of the UNA-CLAD Metal determined by Firestone to require refinishing. Any and all refinishing work so performed by Firestone in compliance with this Limited Warranty shall be performed using any standard finishing practices and materials. Firestone's obligations over the life of this Limited Warranty are limited to the Owner's original purchase price of the UNA-CLAD Metal.

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ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

FIRESTONE METAL PAINT FINISH LIMITED WARRANTY

SAMPLE

Warranty No:
Project No:
Start Date:

Building Identification:
Building Address:
Building Owner:
Roofing Contractor:

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Hail; Winds; Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Firestone; Standing water or the continuous spray of either salt or fresh water; Any installation within 1,000 feet of a saltwater environment; Surface temperatures that exceed 200°F; Airborne sand abrasion; Metal shavings; Any failure caused by the attachment or mounting of any item or device to or near the metal roofing panels and trim; 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; or, Failure to give proper notice as set forth in paragraph above.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Firestone.

Alteration. Owner shall notify Firestone in writing upon making any alterations to the System or Materials, or installing any structures, fixtures, or utilities on or through the System after installation, including, but not limited to, Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access. Failure to obtain Firestone's approval for a roof modification, or failure to provide required documentation, shall render this Limited Warranty null and void.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC
By:

Authorized Signature: SAMPLE

Title:

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Firestone
Firestone Building Products