



## **40-YEAR LIMITED PAINT WARRANTY**

Smith Built  
1380 West Paces Ferry Road, Suite 2110  
Atlanta, Georgia 30327

### **APPLICABLE PRODUCTS: ALL VALSPAR WEATHER XL PAINTED PRODUCTS**

We are pleased to present you with the following Limited Warranty on Smith Built products which use the Valspar Weather XL™ Siliconized Polyester coatings.

1. This Warranty applies if any of the following Warranty Conditions occurs:
  - a. Within 40 years from the date of application of the paint, Weather XL exhibits cracking, flaking or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Minute fracturing, which may occur in proper fabrication of the building parts, is not a covered Warranty Condition. Failure due to substrate corrosion is not a covered Warranty Condition.
  - b. Within 30 years from the date of installation of the panels, Weather XL:
    - i. Chalks in excess of ASTM D-4214 method A number six (6) rating on horizontally installed (roofing) panels and a number eight (8) rating on vertically installed (sidewall) panels, when properly maintained as described herein, and
    - ii. Changes color more than seven (7.0) Hunter delta-E units on horizontally installed (roofing) panels and five (5.0) Hunter delta-E units on vertically installed (sidewall) panels as determined by ASTM method D-2244. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and Smith Built does not warrant that color changes will be uniform.

2. If a Warranty Condition occurs and the other requirements of this Warranty are met, Smith Built will supply you with the following Warranty benefits:

Smith Built will pay for labor and material reasonably necessary to repaint, repair or replace, at our option, the metal panels showing the Warranty Conditions. The Warranty Benefits shall not exceed the original purchase price of the affected metal panels (not including any accessories or attachments) or the remedy provided in any other warranty provided to the building owner, whichever is less, even if our limited warranty fails of its essential purpose. This Warranty will continue to apply to any metal panels that were repainted, repaired or replaced due to a Warranty Condition, but only for the unexpired portion of the Warranty period applicable to the original part.

3. To receive Warranty Benefits for a Warranty Condition, you must:
  - a. Notify us in writing within thirty days of the appearance of any detectable defect.
  - b. Provide access to the affected panels and site.
  - c. Assist us as necessary in determining the exact cause of failure.

- d. Provide documentation allowing us to make a claim against the coil coater and/or paint manufacturer, specifically, your Smith Built invoice number and the date of purchase.
4. We are not responsible, and provide no Warranty Benefits, for any damage or condition resulting from circumstances beyond our control, including any of the following:
- a. Acts of God, falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond Smith Built's control
  - b. Harmful fumes or foreign substances in the atmosphere, or salt spray
  - c. Significant differences in insulation below coated metal panel
  - d. Weather XL which has been applied without proper protective barrier over treated lumber
  - e. Weather XL which has been damaged due to moisture entrapment during transit or storage or which has been installed in such a way that allows standing water on the coating
  - f. Failure due to excessive moisture resulting from improper ventilation
  - g. Failures or damage resulting from corrosion at cut/bare edges or failure of the metal substrate
  - h. Weather XL that has been stored/installed in such a way that allows contact with animals or animal waste, copper, lead, other dissimilar metals, damp insulation, debris, soil, vegetation, decaying materials, wet absorptive materials, concrete or other foreign materials
  - i. Mishandling of Weather XL or of any substrate coated with it, including abuse, alteration, modification, improper use or storage, or scratching
  - j. Where materials/items such as snow guards or solar panels are attached/adhered to the product.
5. No Warranty is provided for Weather XL on any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from a salt-water environment.
6. Smith Built shall have no obligations under this warranty unless and until we receive payment in full for the materials furnished.
7. The supplier of the paint coating applied to Smith Built panels and the applicator of the paint coating have made certain warranties to Smith Built which are substantially similar to the warranties made by Smith Built under this warranty. This limited warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the coating systems warranties made to Smith Built.
8. This Warranty applies only to building parts installed on buildings within the Continental United States. This Warranty will automatically expire upon any change or transfer of ownership of the property on which the metal coated with Weather XL is originally installed.
9. This is our only warranty concerning products using the Weather XL paint system. Except for this Warranty, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR FREEDOM FROM PATENT INFRINGEMENT. SMITH BUILT WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. We have no other liability with respect to products we sell which use the Weather XL paint system, whether based on warranty, negligence or any other legal theory.
10. This is our complete warranty. It lists all of Smith Built's obligations regarding Weather XL painted products. It is only for your benefit and you may not assign it to any other person or entity. This warranty shall be governed by Georgia law, but not by its conflict of law rules.

Smith Built Invoice # \_\_\_\_\_ Date Purchased \_\_\_\_\_