



20-Year Kynar® Finish Warranty

Building Owner:

Name of Building:

Building Address:

Date of Acceptance by Versico:

Versico, LLC., (“*Versico*”) warrants to the building owner named above (“*Owner*”) that the Versico brand metal cap with Kynar 500® finish (“*Product*”) will be free from defects in material at the time of its delivery to the project site; and that if the Product is properly installed and maintained, it will not, under normal conditions, for a period of twenty (20) years from the date of delivery: (1) chip, peel, or crack; (2) change color by more than 5E units; or (3) chalk in excess of a rating of five (5) arrived at pursuant to ASTM D659-80. The term “free from defects in material” does not include industry recognized anomalies including, but not limited to, waviness present in the flat area of the Products due to inconsistency in the alloys, galvanizing process, light gauge metals, uneven substrates, installation and/or misalignment of support systems over which the Products are applied. Any such waviness cannot be the basis for a claim under this or any other Versico warranty under any theory of law whatsoever.

This warranty is subject to the following conditions:

1. This Warranty covers the Product as exposed to normal atmospheric conditions in the United States of America (not including Alaska and Hawaii), and excludes coverage for corrosive or aggressive atmospheric conditions such as, but not limited to, chemical fume contamination or salt spray.
2. This Warranty does not cover damage caused by other trades or by materials substituted for, or used in addition to, the Product, or for failing to provide reasonable maintenance to the Product, or for improper installation.
3. This warranty extends only to Kynar 500® colors approved by Versico.
4. This warranty expressly excludes any coverage for defect, damage or failure, which is caused by acts of God, falling objects, external forces, explosion, fire, riot, civic commotion, acts of war, vandalism, mishandling, or any occurrences beyond Versico’s control.
5. This warranty expressly excludes any coverage for Product failure caused by improper handling by the purchaser or Owner including, but not limited to, improper equipment fabrication, storage, transportation, erection, or placement, or failure to immediately remove strippable protective coating, and ferrous or non-ferrous shavings, which will rust or stain finish and may damage the Product.
6. In the event the Product is determined by Versico to be in need of repair within the terms, conditions and limitations herein, Versico shall have the option, in its absolute discretion, to either repaint or replace the effected Product.
7. It is understood and agreed that Versico’s liability herein, whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed the purchase price of the Product. Under no circumstances shall Versico be liable for special, direct, indirect, or consequential damages.
8. All claims under this warranty must be made to Versico in writing within thirty (30) days after the Owner discovers, or should have reasonably discovered, the subject defect, and Versico must be given a reasonable opportunity to inspect any material claimed to be defective.

9. This warranty will be effective only if normal maintenance and cleaning practices are followed in maintaining and cleaning dirt, salt accumulation, and other foreign matter from the coated metal. This warranty does not extend to or cover damage to the coating occasioned by moisture, condensation or other contamination resulting from improper storage, improper packaging, improper handling, improper shipping, improper processing and/or installation of any of the covered materials by parties other than a Versico Authorized Roofing Applicator or damages as a result of standing water in a non-vertical application.
10. This warranty shall be null and void if, in the sole judgment of Versico, any of the following shall occur:
 - (a) The Product is not installed in strict accordance with Versico specifications and printed installation instructions.
 - (b) If, after installation of the Product, there are any alterations or repairs made to the system without first obtaining written approval from Versico, or
 - (c) Failure of the Owner or lessee to use reasonable care in maintaining the Product, or
 - (d) The Owner fails to comply with every term or condition stated herein.
11. During the term of this warranty, Versico, its agents or employees shall have free and reasonable access to the installed Product during regular business hours.
12. Versico shall have no obligation under this warranty until all bills for installation, supplies and service have been paid in full to the installing contractor, and to Versico.
13. Versico's failure at any time to enforce any of these terms or conditions stated herein shall not be construed to be a waiver of such provisions.
14. This warranty supersedes and is in lieu of any and all other express warranties that are in conflict with the terms and conditions stated herein.
15. Versico shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
16. This warranty is not assignable by operation of law or otherwise. Application may be made by a new building owner for reissuance of the warranty during the original warranty period. Versico reserves the right, in its sole discretion, to refuse to reissue this warranty.

VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE VERSICO PRODUCT OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. VERSICO SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

VERSICO, LLC.

Authorized Signature: _____

Date: _____

