

# Limited Warranty



Jay's metal Products Ltd. (hereinafter called Jay's Metal) extends the following Limited Warranty to our direct and original buyer (hereinafter called the Customer), upon purchase of Jay's Metal products. This warranty is solely for the benefit of the direct and original Jay's Metal Customer and is neither transferable nor assignable to any other party without obtaining the express written permission from Jay's Metal. A builder, contractor, or third party buyer may add a homeowner to this warranty by filling out a form at [www.jaysmetal.com](http://www.jaysmetal.com) or contacting Jay's Metal corporate office.

This warranty covers Galvanized Steel and Galvalume Steel (55% Aluminum–Zinc Alloy Coated steel) substrates coated with silicon modified polyester (SMP) paint, Polyvinylidene Fluoride (PVDF) paint, and Polyester paint, (all hereinafter called the Product). Jay's Metal reserves the right to terminate this warranty at any time without notice, except with respect to a Product which has already been processed and/or installed by the Customer.

## DEFINITIONS

Subject to all of the Terms and Conditions, including the Exclusions and Limitations contained in this Limited Warranty, Jay's Metal guarantees that the paint on the installed Product will not, for a period of years as per Table 1.1, from the date that the material shipped from Jay's Metal facility:

1. Crack, flake, or peel (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation,
2. Fade or change colour as warranted in delta E units calculated in accordance with ASTM method D-2244, paragraph 6.2.2 CIEL  $a^*b^*$ , 10 degrees observer, specular included. Colour change is measured on an exposed painted surface that has been cleaned of surface soils and chalk (per ASTM D3964) and then compared to corresponding values measured on the original or unexposed coated surface,
3. Chalk or oxidized when measured in accordance with the standard procedures specified by ASTM D4214.

Table 1.1

Paint Type	Warranty Period
SMP	40
PVDF	30
POLYESTER	10



This Limited Warranty is subject to the following exclusions and limitations. All of the following exclusions and limitations constitute material terms of this Limited Warranty and failure to satisfy any one or more of the conditions by the Customer, its agents, or representatives shall release Jays' Metal from its obligations hereunder.

#### EXCLUSIONS AND LIMITATIONS

1. This Limited Warranty applies only to Product that is properly installed on buildings (as roofing, or other panel on which no standing water accumulates, or as a vertical trim or sidewall panel of an architectural, commercial or pre-engineered building) within the country of Canada.
2. This Limited Warranty will be null and void unless the Product has been paid for in full.
3. This Limited Warranty does not cover corrosion or loss of adhesion to the Product that is embossed or perforated if the embossing or perforating process fractures the coating or steel substrate or otherwise adversely affects paint adhesion or film integrity.
4. Slight crazing or cracking, which may occur during fabrication (roll-forming or brake bends) of the building parts, and spangle cracking are not covered under this limited warranty.
5. This Limited Warranty does not apply to exterior installations that are sheltered from rainfall or that do not provide drainage.
6. This Limited Warranty does not apply in the event of deterioration to the Product caused directly or indirectly by contact with fasteners.
7. This Limited Warranty does not cover damage to Product that suffers from improper forming, fabrication, corrosion of the substrate or any other condition between the substrate and coating that uses coating degradation or delamination.
8. Product that is improperly installed or maintained is not covered by this Limited Warranty.
9. The Product must not be cleaned with abrasive or chemical cleaners.

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Film Integrity, Colour Fade, Chalking warranty periods are as per Table 1.2; Please refer to Table 1.2 for warranty periods of PVDF Pre-Painted Galvanized and Galvalume Steel, and Polyester Pre-Painted Galvanized and Galvalume Steel for periods of warranty.

Table 1.2

<b>The Environment of Installation</b>	<b>Film Integrity (Years)</b>	<b>Colour Fade (Years) <math>\Delta E \leq 5.0</math> Wall Applications <math>\Delta E \leq 7.0</math> Roof Applications</b>	<b>Chalking Rating (Years) <math>\geq 8</math> Rating Wall Applications <math>\geq 6</math> Rating Roof Applications</b>
<b>Residential, commercial and school:</b> Buildings used for habitation, distribution centres, hotels, shopping malls, office buildings, assembly factories, and schools located in rural or residential areas.	40 years from the date of purchase (SMP only).	30 years from the date of purchase (SMP only).	30 years from the date of purchase (SMP only).
<b>Industrial:</b> Steel mills, power generating stations, oil fields, oil refineries, ore mines, chemical plants, paper mills, or other unusual environmental exposure.	7 years from the date of purchase.	No warranty.	5 years from the date of purchase.
<b>Severe Marine:</b> Less than 1,000 feet from coastline	No warranty.	No warranty.	No warranty.

10. This Limited Warranty does not cover damages or conditions resulting from circumstances beyond Jay's Metal control, including, without limitation, the following:

- A. Acts of God, falling objects, explosions, or fire,
- B. Unusual or aggressive atmospheres such as those where the Product is exposed to or contaminated with chemical fumes or salt spray,
- C. Standing or ponding water on the Product,
- D. Significant differences in insulation below the Product,
- E. Failure to store or install Product in a way that allows for adequate circulation,
- F. Condensation or other contamination or damage attributable to improper shipping, packaging, handling, processing, or installation,
- G. Failures or damage resulting from edge corrosion,



- H. Scratching or abrading during or after installation,
- I. Prolonged contact with vegetation, dirt, or gravel,
- J. Sustained exposure to animals or animal waste,
- K. Where the Products is in contact with, or subject to runoff from, lead, copper, CCA, ACQ, CA, or other pressure treated, green or wet lumber; fire retardant treated shakes or shingles or wet insulation,
- L. Mishandling of the Product, including abuse, alteration, modification, improper use or storage,
- M. Damage from snow and/or ice removal or aggressive pressure washing; or
- N. Damage or conditions at the point(s) where the materials or items such as snow guards and solar panels are attached or adhered to the Product.

## MAINTENANCE

The Product must be washed regularly, either by sweet or tap water or by cleaning with 1/3 cup of Tide detergent or other common detergent containing less than 0.5% phosphate dissolved in one gallon of water. A clear water rinse should follow immediately. The Product must not be cleaned with abrasive or chemical cleaners. Cleaning must include the underside of any panel overhang where the underside is exposed to the weather. The home owner or building owner is required by Jay's Metal to perform annual maintenance for the building in the form of two (2) sweet water (tap water) rinses. The home owner or building owner is required to keep records of such maintenance for the warranty to be enforceable.

## GENERAL TERMS AND CONDITIONS

This Limited Warranty is non-transferable and is subject to the following exclusions and limitations. The Customer's sole and exclusive remedy against Jay's Metal will be repair or replacement of the defective Product, or a reimbursement of the purchase price after replacement of the Product at the sole option of Jay's Metal. In no event will the original applicable warranty period be extended by a warranty claim. All valid claims against this Product will be covered, not including installation, to 100% of the original cost of the Product, during years one (1) through ten (10) from the date that the Product shipped from Jay's Metal facility; 75% of the original cost of the Product, during years eleven (11) through fifteen (15) from the date that the Product shipped from Jay's Metal facility; 50% of the original cost of the Product, during years sixteen (16) through twenty (20) from the date that the Product shipped from Jay's Metal facility; and decreasing by increments for 2.5% (per year) of the previous year's depreciated cost of the product from years twenty one (21) through forty (40) from the date that the Product shipped from Jay's Metal facility.

In certain instances, after the Customer has submitted a timely warranty claim, Jay's Metal may permit the Customer (or its designee) to re-coat or replace the Product. In such a case, the Customer must submit an estimate for Jay's Metal approval, which approval may be given or withheld at Jay's Metal sole



discretion. If Jay's Metal chooses, it may negotiate a contract directly for the re-coating or replacement. If any of the re-coated or replaced coated metal fails, the Customer will make any claims against the party that did the re-coating or the supplier of the replacement materials.

This Limited Warranty is Jay's Metal sole and exclusive warranty regarding the Product and is in lieu of any other warranty, whether express or implied, including any warranty of merchantability, fitness for a particular purpose, or any other warranty of quality. All warranties other than this Limited Warranty (including all implied warranties listed in the previous sentence) are expressly excluded and disclaimed. Those warranties are limited in duration to the shorter of:

1. The duration of the express warranty provided in this Limited Warranty or
2. The shortest duration required by local law.

In no case will Jay's Metal be liable to any person or entity for property damage, or personal injury in tort (including negligence, and strict liability), contract, warranty, or otherwise for direct, indirect, special, incidental, punitive, consequential, or other damages or losses, including but not limited to damage for loss, regardless of the cause of such damage and whether or not caused by or resulting from the negligence of Jay's Metal, even if Jay's Metal has been advised of the possibility of such damages or losses. Jay's Metal total liability for all claims of any kind will not exceed the purchase price paid to Jay's Metal for the Product in question.

No representative, dealer, reseller, employee, installer or any other person is authorized to make, modify, or change this Limited Warranty or make any other warranty, representation, or promise on behalf of Jay's Metal with respect to the Product. No term or condition other than those stated in this Limited Warranty and no agreement or understanding, whether oral or written, in any way purporting to modify or change this Limited Warranty will be binding on Jay's Metal, unless made in writing and assigned by the General Manager or C.E.O. of Jay's Metal.

The Customer will not permit its agent, representatives, customers, distributors, applicators, or contractors to claim, represent, or imply that this Limited Warranty extends to or is available to anyone other than the Customer. If the Customer decides to extend its own warranty to its customers regarding the Product, it will not use Jay's Metal name or trademarks and will not purport to "pass through" this Limited Warranty.

## NOTIFICATION OF CLAIM

The Customer must notify Jay's Metal in writing within thirty (30) days after discovery of any alleged condition giving rise to claim. In making a claim, the Customer must supply documentation that the Product in question was supplied by Jay's Metal. Jay's Metal and its representatives must be allowed an opportunity to inspect and obtain a sample of the Product. All decisions regarding the existence of conditions affecting this Limited Warranty will be made by Jay's Metal and will be final and binding on all parties. The party notifying Jay's Metal of any defect or claim if it is later determined that Jay's Metal is not responsible for the problem underlying the defect or claim. In no event will the original warranty period set forth above be extended by a warranty claim.





To make a claim or obtain service under this Limited Warranty, the Customer must deliver the claim either personally or send by registered or certified mail, postage prepaid, return receipt requested to Jay's Metal Products Ltd. Attention: Warranty Claims, 1324 36 Ave NE, Calgary AB T2E 8S1, or visit **[www.jaysmetal.com](http://www.jaysmetal.com)** to submit a digital warranty claim form online and follow up by e-mail or phone.

#### EFFECTIVE DATE

This Limited Warranty applies only to Product purchased and installed after June 1, 2021, and no previous warranty shall apply to such Product. The limited warranty shall extend from the date that the material shipped from Jay's Metal facility.

#### TERMINATION

Jay's Metal may terminate or modify this limited warranty at any time, except with respect to any product that has already been shipped to the Customer.

#### DISPUTE RESOLUTION AND CHOICE OF LAW

This Limited Warranty will be interpreted exclusively under the laws of the province of Alberta in the country of Canada, without regard to any conflict or choice of law principles.

#### APPLICABLE LAW

Any disputes arising under or pursuant to the matters contemplated by this agreement, at Jay's Metal election, shall be resolved by arbitration or legal process in the Province of Alberta. The authorities and courts of the Province of Alberta shall have exclusive jurisdiction over such disputes, especially with respect to matters of validity, execution interpretation, enforcement, or compliance. The Customer consents to service, jurisdiction, and venue of such authorities and courts, and waive any other venue to which they might be entitled by virtue of domicile, habitual residence or otherwise.

Upon purchase of Product, the Customer agrees that any finding made by a court or arbitrator pursuant to this section shall be given full faith and recognition in its resident country or in any other non-Canadian jurisdiction. The Customer is responsible for their own attorney fees and legal costs.

## Sale, Manufacture, and Installation



This section covers the sale, manufacture, and installation of Jay's Metal Product. Jay's Metal guarantees the sale and manufacture of its Product within 30 days of submitting a purchase order, subject to the following Terms and Conditions of Sale.

### DEFINITION

Terms and Conditions of Sale shall apply to any estimate, purchase order, order acknowledgment, invoice, and any other document used to place an order or purchase Product. These Terms and Conditions of Sale represent a contract between the Customer and Jay's Metal. If there is a conflict or inconsistency between these Terms and Conditions of Sale and any other part of an order, these Terms and Conditions of Sale shall supersede. No additional or differing terms communicated by the Customer shall be binding. Any purchase order or supporting documents sent by the Customer to Jay's Metal shall be used for internal purposes only and will constitute as part of this agreement between the Customer and Jay's Metal when an order is placed.

### EXCLUSION AND LIMITATIONS

1. **INSTALLATION** Jay's Metal recommends that prior to installing Product, the Customer consults an engineering firm, and /or use available product specifications for proper installation guidelines. Jay's Metal Limited Warranty is not applicable to improperly installed Product. The customer's sole and exclusive remedy against Jay's Metal will be repair or replacement of defectively manufactured Product, or a reimbursement of part or all the purchase price after replacement of the product, at the sole option of Jay's Metal. All valid claims against Product manufacture will be covered, excluding cost of installation and labour, up to 100% of the original cost of the Product.

It is the Customer's responsibility to check all quantities, angles, and dimensions of the Product prior to commencement of installation. In the case a manufacturing defect is found, the Customer must not install the Product, and must contact Jay's Metal withing 72 hours.

2. **ESTIMATES** Estimates are valid for 30 days. Price and availability of Product may change between the time an estimate is quoted and accepted, due to changes in availability and price of raw materials.

It is the Customer's responsibility to review for accuracy any takeoffs and estimates provided by Jay's Metal. Jay's Metal is not responsible for any missing information or incorrect measurements once an order is placed.

3. **COLOUR MATCH** Colours shown on the website and in print are representative of actual Product colours but are limited by digital visualizations and printing conditions. Actual pre-painted metal samples are available upon request. Jay's Metal does not guarantee a colour match for Product ordered at different times. Colour match can only be guaranteed for Product manufactured from the same batch. In order to guarantee colour match, the Customer must reserve all the raw material required for their project or order all Product for each project at the same time. The Customer may discuss colour match and batch reservation by e-mail or in writing with the Jay's Metal team.



4. **CUTLIST** Jay's Metal takes every precaution and effort to ensure that all panels are manufactured to the specified cut list. Actual panel size may have a  $\pm \frac{1}{8}$ " tolerance for width and a  $\pm \frac{1}{4}$ " tolerance for length. Due to tolerance in width and length, Jay's Metal strongly recommends that physical samples and measurements are taken prior to manufacture. Image dimensions on the website may vary from actual Product due to the gauge of the metal.

#### 5. CRATE

Jay's Metal offers both standard and custom crating options. All custom crate requests must be submitted in writing to the Jay's Metal prior to approval for production. Custom crates are subject to an additional cost. If the Customer does not request a custom crate, Jay's Metal proceeds with the standard crate. The Customer is advised to speak to Jay's Metal Team or to visit **[www.jaysmetal.com](http://www.jaysmetal.com)** to view images of standard and custom crates.

#### CANCELLATIONS

Orders may not be canceled once production has commenced.

#### LATE PAYMENT

Late payments are subject to a 3% monthly interest. Accounts are forwarded to a collection agency after 45 days of late payment. The Customer is responsible for monthly interest, 50% agency fee, balance owing, and any other legal costs incurred by proceedings regarding late payment.

#### PICK-UP & DELIVERY

Jay's Metal visually inspects all manufactured Product in a purchase order prior to pick up. The Customer must ensure that all quantities, angles, and dimensions are correct prior to loading the Product and leaving Jay's Metal facility. Any discrepancies in the Product must be reported within 72 hours with proof of damage. This Limited Warranty does not apply to Product that is damaged by incorrect loading, strapping, or movement during transport. Jay's Metal does not recommend unpacking and stacking product for delivery, as weight, placement, transport vibrations and movement, among other factors, may damage Product during transport.

Any third party pick up is responsible for all Product once it is loaded for pickup and delivery. This Limited Warranty is not valid for damage and/or loss caused by third party delivery services.

#### RETURNS

Product may not be returned.





#### NOTICE OF CLAIM

These Terms and Conditions of Sale in this Limited Warranty is available to download at [www.jaysmetal.com](http://www.jaysmetal.com). All warranty forms must be completed within and returned to Jay's Metal within thirty (30) days of submitting a purchase order, or otherwise making a Product purchase. Jay's Metal does not offer this Limited Warranty to Customers with an unpaid or overdue account balance.

#### TERMINATION

Jay's Metal reserves the right to terminate or change these Terms and Conditions of Sale at any time without notice. This may include changing, adding, or removing terms. Applicable changes may be in response to legal, business, competitive environments, or other reasons not listed in this Limited Warranty.

## Warranty Transfer Form



A Warranty Transfer may be submitted up to two (2) years of the original Product purchase (Purchase Order) date in order to transfer Jay's Metal Limited Warranty from the original buyer (the Customer) to a single new warranty holder (the Warrantee). In order to request a Warranty Transfer, a Warranty Transfer Form must be completed and signed, with a copy of the Jay's Metal Limited Warranty, initialled by the Customer and Warrantee, and a Receipt for the purchased Product under warranty; email these to [admin@jaysmetal.com](mailto:admin@jaysmetal.com) or send by registered post to Jay's Metal 1324 36 Ave N.E., Calgary AB, T2E 8S1.

**Purchase Order Date**

**Transfer Date**

Project 1 Address of installed Product

City, Province

Project 2 Address of installed Product

City, Province

Project 2 Address of installed Product

City, Province

**Transfer from:**

**Transfer to:**

Customer (original buyer) Name

Warrantee Name

Title (Builder, Contractor, Homeowner etc.)

Title (Builder, Contractor, Homeowner etc.)

Company

Company

Address

Address

Phone

Phone

e-Mail

e-Mail

**Reason for Transfer**

☐

Copy of Jay's Metal Limited Warranty is included with initials by Customer and Warrantee

☐

Original Receipt or Invoice is included

Customer Name

Customer Signature

Warrantee Name

Warrantee Signature

Jay's Metal Guarantor Name

Guarantor Signature