



ACS

20 Year Warranty for Eave and Fascia Systems 135 MPH Wind & Airflow (when applicable)

Warranty Number:	Roof Pitch:
Building Owner:	Linear Ft. – Eave:
Job Name:	Linear Ft. – Ridge:
Location:	Insulation and/or OSB:
Installing Contractor:	Airspace of Vented Nail Base (if Applicable):
Ship Date:	Square Ft. of Attic (if Applicable):
System Type:	Shingle Type:

Terms and Conditions

1. **Contractual Terms:** These Terms and Conditions apply to any Structeavent Eave and Fascia System ("System" or "Product") sold by ACS, Inc. ("ACS" or "Seller") to Buyer. Upon acceptance of an order by ACS, these Terms and Conditions shall constitute a binding contract between the parties. Unless specifically agreed to in writing signed by ACS, any terms supplied by Buyer in its Purchase Order or otherwise which are in addition to or different from these Terms and Conditions are expressly rejected.

2. **Pricing and Payment Terms:**

- a. **Pricing.** Seller's pricing is subject to change without notice.
- b. **Payment.** On approved credit, Buyer agrees to pay ACS within 30 days of the date of an invoice. Seller will charge Buyer interest of 1.5% per month on any past due invoice.
- c. **Taxes and Charges.** Buyer shall be responsible to pay any federal, state or local sales, service or other taxes or surcharges charged by any governmental authority related to the purchase of the Product by Buyer.

3. **Delivery and Title:**

- a. **Delivery:** Unless otherwise agreed to in writing between the parties, all shipments are "FOB Destination" and prepaid to the Buyer's place of business within the contiguous U.S. All quoted delivery dates are approximate.
- b. **Title:** For FOB Destination shipments, title and control of the goods transfer to the Buyer once delivery has occurred and the contract for carriage has been completed.

4. **Manufacturer's Kynar Express Limited Warranty on Paint and Finish:** The sole warranty for the paint and finish used in the System is the Manufacturer's Express Limited Warranty provided by Kynar ("Kynar Warranty"). The Kynar Warranty can be found on ACS's Website. ACS DELIVERS THE PAINT AND FINISH TO BUYER ON AN "AS IS" BASIS. SELLER EXPRESSLY DISCLAIMS ANY SEPARATE EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PAINT AND FINISH, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, INTELLECTUAL PROPERTY INFRINGEMENT AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NONE OF SELLER'S EMPLOYEES OR AGENTS HAVE THE AUTHORITY TO AMEND OR MODIFY THIS PROVISION.

5. **ACS's Express Limited Warranty ("ACS Limited Warranty"):** ACS warrants that the System will be free of defects in materials and workmanship and will provide proper ventilation as per architects designed values and withstand winds of up to 135 miles per hour WHEN INSTALLED AND UTILIZED IN ACCORDANCE WITH ACS'S RECOMMENDED GUIDELINES for a period of 20 years or the lifetime of the roof as originally installed, whichever comes first. THE EXPRESS ACS LIMITED WARRANTY WITH REGARD TO THE SYSTEM IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION. ANY IMPLIED WARRANTY OF MERCHANTABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

6. **ACS Limited Warranty Limitations:** The ACS Limited Warranty is subject to the following limitations:

- a. The ACS Limited Warranty is limited to the System and does not cover any other roofing components installed or utilized along with the System.
- b. The ACS Limited Warranty does not apply to problems caused by defective non-ACS manufactured parts, components or accessories or improper installation.
- c. The ACS Limited Warranty is non-assignable.

7. **ACS Limited Warranty Exclusions:** The ACS Limited Warranty excludes coverage for:

- a. Repairs necessitated, in ACS's sole discretion, as a result of winds over 135 miles per hour, debris, flying objects, or natural disasters such as tornados, hurricanes, earthquakes or fires.
- b. Repairs necessitated by the attachment of components or accessories not manufactured by ACS.
- c. Repairs required due to installation in violation of the Seller's written specifications.

- d. Repairs or alterations made after installation without the prior authorization of Seller.
 - e. Repairs necessitated by Owner's failure to use reasonable care in maintaining the condition of the roof.
 - f. Separation of the substrate from the building.
 - g. Damage to the System due to negligence, accidents, misuse or abuse, including but not limited to vandalism, civil unrest, acts of terrorism or acts of war.
8. Remedies for Breach of ACS's Limited Warranty:
- a. Notice of ACS Limited Warranty Claim: Buyer shall provide Seller with written notice of any ACS Limited Warranty claim within thirty (30) days of discovery of the condition which led to that claim.
 - b. Remedies: Subject to the limitations set forth in this Contract, ACS will promptly repair or replace all or the portion the System and its components which fail to meet the ACS Limited Warranty, at ACS's sole option. If ACS is unable to repair or replace the System or any of its components which fail to meet the ACS Limited Warranty, ACS will provide Buyer with a credit for the pro-rata portion of the purchase price paid by the buyer for that portion of the System or its components which fail to meet the terms of ACS's Limited Warranty.
 - c. EXCLUSIVE REMEDY: THE REMEDIES PROVIDED UNDER THESE TERMS AND CONDITIONS ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ACS'S LIMITED WARRANTY PROVISION UNDER THIS CONTRACT. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE SO LONG AS THE SELLER IS WILLING AND ABLE TO REPLACE A DEFECTIVE PRODUCT OR SYSTEM OR ISSUE A CREDIT TO BUYER WITHIN A REASONABLE TIME AFTER BUYER PROVES TO SELLER THAT ACS LIMITED WARRANTY CLAIM EXISTS.
9. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO (a) LOSS OF REVENUE, PROFITS OR PRODUCTION; (b) DELAYS IN PRODUCTION; (c) CLAIMS RAISED BY BUYER'S CUSTOMERS; WHETHER THOSE CLAIMS ARE BASED ON BREACH OF CONTRACT, WARRANTY, TERMINATION, NEGLIGENCE, TORT, STRICT LIABILITY, INDEMNITY, AT LAW OR IN EQUITY, OR OTHERWISE. SELLER'S TOTAL LIABILITY FOR ANY CLAIM FOR A BREACH OF THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE PURCHASE PRICE OF THE SYSTEM PURCHASED PURSUANT TO THESE TERMS AND CONDITIONS. UNDER NO CIRCUMSTANCES WILL SELLER BE RESPONSIBLE TO BUYER FOR THE RESULTS OF ANY TECHNICAL OR CONSULTING ADVICE PROVIDED BY SELLER IN CONNECTION WITH THE SALE, DESIGN, INSTALLATION OR USE OF ANY SYSTEM.
10. Product Descriptions and Literature: Any product information or descriptions provided by Seller, (whether orally or in writing) including but not limited to specifications, samples, models, drawings, engineering sheets, catalogs, brochures, and other similar materials used in connection with Buyer's order, are for the sole purpose of identifying the System and shall not be construed as an express warranty and shall not form part of the terms of the contract between Seller and Buyer.
11. Indemnity: Buyer agrees to defend, indemnify, and hold harmless Seller from and against any claims, losses, or damages brought against Seller related to the System or Product or the subject matter of this contract, including but not limited to claims for: (1) alteration or misuse by Buyer of any product or System, (2) false or misleading representations about Seller or the System or Product sold or distributed by Seller, (3) Buyer's breach of these Terms and Conditions; or (4) claim of intellectual property infringement relating to Buyer's use or sale of the System or Product.
12. Force Majeure: Seller will not be liable for any loss, damage, or delay if the Seller's performance is prevented, delayed, restricted or interfered with by any act or condition beyond Seller's reasonable control, including but not limited to acts of God, Buyer's acts or omissions, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes. If such a delay occurs, the due date for performance will be extended as may be reasonably necessary to compensate for the delay.
13. Waiver: Seller's waiver of any provision under these Terms and Conditions on one occasion will not operate as a waiver of any future breach of the Terms and Conditions.
14. Notices: Any notice required under these Terms and Conditions shall be given to Buyer in writing and be delivered in person, by e-mail, or by first class mail.
15. Governing Law/Venue: These Terms and Conditions are governed by Alabama law, excluding its conflicts of law principles. The state and federal courts of Jefferson County, Alabama shall be the exclusive forum for any actions brought pursuant to these Terms and Conditions.
16. Dispute resolution: The Parties agree that if a dispute arises under these Terms and Conditions, the Parties will first attempt to engage in good faith negotiations in a good faith effort to resolve the dispute. If the Parties are unable to resolve a dispute within 30 days of the date of the first good faith negotiations, the Parties agree to submit the Dispute to mediation before the parties seek judicial intervention.
17. Severability: If any provision of these Terms and Conditions is held by a court, government agency or other legal authority of competent jurisdiction to be invalid, illegal or unenforceable, these Terms and Conditions shall be construed as if the provision was not included in the Terms and Conditions.
18. Entire Agreement: These Terms and Conditions, together with any Seller sales/order confirmation and attachments, constitute the entire agreement between the parties on this subject, and supersede all prior communications, negotiations, agreements, advice, consulting services or documents. These Terms and Conditions may not be modified without prior written consent of Seller.

By: _____ Dated: _____

Print: _____ Officer _____

20-YEAR KYNAR FINISH WARRANTY (Non Custom Painted)

EXCLUDES: MILL FINISH, CLEAR ANODIZED AND ANY CUSTOM PAINTED MATERIALS

Subject to the conditions set forth below, ACS LLC, warrants its coil coated Kynar 500 material to perform as follows in normal atmospheric conditions (which term excludes corrosive aggressive atmospheres such as those contaminated with chemical fumes or salt spray) when utilized as building covering for vertical and non-vertical surfaces of architectural building components during the term of this warranty:

- A. Peel, check or crack (expect for such slight crazing or cracking as may occur on tightly roll-formed edges or brake bends at the time of forming pre painted sheet and which is accepted as standard or spangle cracking of the zinc layer in the case of galvanized steel) for a period of twenty (20) years Vertical, twenty (20) years Non-vertical. The terms, crack, check, and peel used herein shall not include minute fracturing of the COATING incurred during proper fabrication. In addition loss of adhesion of the COATING as a result of substrate corrosion, however caused, and either from the front side or the backside of the substrate is specifically excluded from this warranty.
- B. (1) Chalk in excess of a numerical rating of vertical eight (8), Non-vertical (8) when measured in accordance with the standard procedure as defined by the "standard Methods of Evaluating Degree of Chalking of Exterior Paints," ASTM D 4214-89 method A (D6549) number 8 rating.
- (2) Fade* or change in color in excess of Vertical five (5), Non-vertical five (5) color difference units, measured on the exposed surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces. It is understood that fading or changes may not be uniform if the surfaces are not equally exposed to the sun and elements. *(As tested in the ASTM D2244-93 3.7.1 and 3.8.4)

The warranties made in this Section "B" shall extend for the shorter of the following periods:

- (a) Vertical twenty (20) years (240 months), Non-vertical twenty (20) years (240 Months) from the installation of the coated metal products with the Products as the exterior surface of a building.

The warranties made in this Section "B" shall extend for the shorter of the following periods:

To: _____
(Customer Name) who shall be identified as "Purchaser".

Job Name: _____

Building Address: _____

City, State, Zip: _____

Color/Gauge: _____

This warranty is subject to the following conditions:

1. This warranty is made for the benefit of Purchaser only. This warranty is non-transferable and non-assignable, and ACS, LLC. precludes original Purchaser from claiming, representing or implying that this warranty extends to or is available to anyone other than original Purchaser. This condition shall constitute a material term of this warranty and its violation by Purchaser or representatives shall release ACS, LLC from its obligations hereunder.
2. This warranty shall extend only to colors approved by ACS, LLC.
3. Any repaired, repainted or replacement panel supplied under this warranty shall be warranted as provided herein only for the remainder of the warranty period applicable to the original panel purchased.
4. This warranty covers only building panels and accessories which are exposed to normal weather conditions and used exclusively within the continental United States. Normal weather conditions exclude corrosive atmospheric conditions such as those contaminated with chemical fumes, direct salt spray, or surface temperatures that exceed 200 degrees Fahrenheit, or sand abrasions.
5. This warranty expressly excludes any defect, damage or failure which is caused by Acts of God, falling objects, external forces, explosion, fire riot, civic commotion, acts of war, vandalism, radicalism, mishandling, or any similar or dissimilar occurrences beyond ACS, LLC's control.
6. Any failure caused by improper handling by "Purchaser", including, but not limited to, improper equipment fabrication, storage, transportation, erection, placement or FAILURE TO IMMEDIATELY REMOVE STRIPPABLE PROTECTIVE COATING, SHALL IN NO MANNER BE THE LIABILITY OF ACS, LLC. Ferrous or non-ferrous shavings or drills will rust or stain finish; failure to remove same immediately shall be in no manner the liability of ACS, LLC.
7. In the event a panel or panels herein warranted by ACS, LLC is determined by ACS, LLC to be not in compliance with warranty, then ACS, LLC shall have the absolute discretion to either repaint or replace the panel or panels. Any and all refinishing work so performed in compliance with this warranty shall be performed by using any standard finishing practices and materials. Further, ACS, LLC herewith reserves the right to approve and/or negotiate any contract for any such work not performed by ACS, LLC.
8. It is understood and agreed that ACS, LLC's liability herein, whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed the repair or replacement of the panel or panels or the costs of the purchase price paid by the purchaser and under no circumstance shall ACS, LLC be liable for special, indirect, or consequential damages.
9. All claims made under this warranty must be made to ACS, LLC in writing within (30) days after "Purchaser" discovers the subject defect, or should have reasonably discovered the defect and ACS, LLC must be given a reasonable opportunity to inspect any material claimed to be defective. Each claim shall include the order number, date of shipment and date of installation of the allegedly defective panel. The seller shall provide a standard claim form, which must be filled out and returned with any defect. Upon determination by ACS, LLC that a claimed failure or defect is subject to the terms of the warranty, the "Purchaser" shall obtain two (2) competitive bids for both repairing/replacing the defective panel or accessory. ACS, LLC shall have the right to obtain additional bids at its sole cost. If ACS, LLC elects to have any repair or replacement performed pursuant to any such bid, rather than repairing and replacing the material itself in the event a defect is covered by this warranty is confirmed, ACS,

- LLC shall pay "Purchaser" the full amount of such bid, after receiving a written release from "Purchaser" of further claims concerning the specific complained condition. As a condition of this warranty the "Purchaser" agrees to "render friendly assistance" during the claim processing period.
10. 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.
 11. This warranty will 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 ACS, LLC or damages as a result of standing water in a non-vertical application.
 12. "Purchaser" shall maintain adequate records to establish identification of any covered material and the dates of receipt and installation of the same. In the event of a claim under this warranty, "Purchaser" shall demonstrate that the alleged defect of condition covered by this warranty was due to a breach of the warranty state herein.
 13. ACS, LLC reserves the right to terminate this warranty program at any time upon thirty (30) days advance written notice, addressed to "Purchaser" except with respect to any material which has already been shipped to "Purchaser".
 14. All records and/or samples the "Purchaser" is required to prepare and/or maintain under the terms of this warranty shall be retained by "Purchaser" for the warranty period applicable to the subject material, and in the event of a claim hereunder, ACS, LLC shall have the right inspect such records and/or samples.
 15. For purposes of determining whether an exposed sheet meets standards set forth herein, all chalk dirt and other film deposits on the area of the sheet to be tested for color must be removed by washing prior to evaluation. To wash the test area, use a 28/24- mesh cheesecloth. Cover an area of the sheet approximately 4 inches by 4 inches. Care must be taken to avoid any scratching, burnishing or other physical alteration of the surfaces. After washing as described above, flush off the test area with distilled water and allow to air dry. Test shall be performed by ACS, LLC and the Valspar Corporation.
 16. All notices given under or pursuant to this agreement shall be in writing and sent by registered mail, postage prepaid, return receipt requested, to the party to whom such notice is to be given as follows:

(a) ACS, LLC.	(b) Purchaser: _____
(b) 7540 Lupre Drive	Address: _____
(c) McCalla, AL. 35111	City, State, Zip: _____
 - (d) All such notices when deposited in U.S. Mail as set forth shall be considered served when so deposited.
 17. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on ACS, LLC unless made in writing and signed by its authorized representative.
 18. "Purchaser" understands, agrees and accepts this warranty. Such acceptance shall be indicated by signing and returning a copy of this document to ACS, LLC.
 19. The language in this warranty is specific. Unless the same is executed by the Buyer and returned to the seller, the warranty is ineffective.
 20. MERGER CLAUSE. It is further agreed that there are no understandings, agreements or representations, expressed or implied, not specified herein respecting this warranty and terms mentioned and this instrument contains the entire agreement between the parties and is binding upon both parties. Further, the seller's salesman may have made oral statements about the merchandise described in this contract. Such statements do not constitute warranties, shall not be relied on by the buyer and are not part of the contract for sale or warranty. The entire warranty is embodied in this writing.
 21. DISCALIMER OF UNSTATED WARRANTIES. The warranty printed above is the only warranty applicable of this purchase. All other warranties, expressed or implied, including, but not limited to, the implied warranties or merchantability and fitness for a particular use are disclaimed.
 22. LIMITATION OF LIABILITY. It is understood and agreed the seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise shall not exceed the repair or replacement of the product or the amount of the purchase price paid by purchaser and under no circumstances shall seller be liable for special, indirect or consequential damages. The price state for the product is consideration in limiting seller's liability. No action, regardless of form, arising out of the transactions under this agreement may be brought by purchaser more than one year after the cause of action has accrued.
 23. ACTIVATION. In order to segregate and maintain for the extended period of time covered by this warranty, the records and lot samples necessary to enable seller to trace the various components manufactured for any defects alleged, seller requires that buyer, within 90 days from the effective date of this warranty, must indicate the desire to be covered hereunder, and activate in by a dated execution in the space provided herein and mailing such executed copy to seller. Material must be paid in full prior to activation. It is a condition precedent to the filing of a claim under this warranty that buyer prove compliance with this requirement.

Thank you for using ACS, LLC.

Date: _____

By: _____