MBCI, a division of NCI Group, Inc. (hereinafter referred to as “Manufacturer”) warrants the panels, effective from the date of shipment, will perform in accordance to the following Signature® 300 Warranty:

**PERFORMANCE SUMMARY**

A. FILM INTEGRITY: The paint film WILL NOT crack, check, or peel for a period of forty (40) years for Wall and Roof panels, except Brite Red, in which case thirty (30) years, and Copper Metallic, Silver Metallic, Dark Gray Metallic, Weathered Zinc and Champagne, in which case twenty-five (25) years. Cracking is defined as breaks in the flat coating as opposed to breaks in the film caused by metal forming, which is not warranted hereunder.

B. CHALK AND FADE: The paint film WILL NOT;

(1) For a period of thirty (30) years, chalk in excess of a numerical rating of 8 for vertical or non-vertical panel applications when measured in accordance with the standard procedures as defined by the "Standard Methods of Evaluating Degree of Chalking of Exterior Paints", ASTM D4214, except; Brite Red, Copper Metallic, Silver Metallic, Dark Gray Metallic, Weathered Zinc and Champagne in which case for a period of twenty-five (25) years, chalk in excess of a numerical rating of 6, or

(2) For a period of thirty (30) years, fade or change in color in excess of 5 color difference units, for vertical or non-vertical panel applications, measured in accordance with ASTM D2244 on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original (unexposed) painted surfaces, except; Brite Red, in which case for a period of twenty-five (25) years, fade or change in color in excess of 10 and Copper Metallic, Silver Metallic, Dark Gray Metallic, Weathered Zinc and Champagne, in which case the warranty for fade does not apply. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

**TERMS AND CONDITIONS**

1. This warranty covers the material exposed to normal atmospheric conditions (which term excludes exposure to saltwater, marine atmospheres or corrosive or aggressive atmospheres such as, but not limited to, those contaminated with chemical fumes in the continental United States, Alaska or Canada, unless Manufacturer agrees otherwise in writing. This warranty shall not apply where material failure is the result of fire, other accident or casualty, vandalism, salt spray, atmospheric radiation, harmful fumes or foreign substances in the atmosphere, acts of God, or other such occurrences beyond Manufacturer’s control.

2. This warranty will not extend to or cover damages to the material due to improper packaging, shipping or processing as specified in the National Coil Coaters Association Technical Bulletin No. IV-7, Improper handling (whether pre-erection or during erection), improper storage, improper erection, or improper installation (which includes failure to permit drainage of standing water.)

3. Microscopic crazing of the film on formed radii is considered normal and is not to be construed as film cracking.

4. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by panel contact with inferior fasteners. Selection of suitable long-lasting fasteners to be used with Manufacturer’s extended life panels rests solely with the Purchaser.

5. The improper use of Manufacturer’s seaming equipment or use of seaming equipment obtained from a party other than the Manufacturer may result in this and all warranties being void.

6. This warranty will not extend to or cover:

a) Damage to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the coated Metal prior to installation.

b) Water damage to any materials after they leave the possession of the Manufacturer.

c) Damage to the prepainted metal caused by shipping, handling, and/or installation, storing, erecting and/or handling of the panels on the job site and/or any act or acts of negligence of the customer or any third party after the panels leave the possession of the Manufacturer.

d) Damage to the coated Metal as a result of standing water in non-vertical application.

e) Damage to the prepainted metal caused by cascading water.

f) Damage to the coated Metal caused by contact with, or water run-off from, lead, copper, graphite or other dissimilar material. This includes, but is not limited to, A/C condensation and treated wood.

g) Damage to the coated Metal caused by contact with corrosive substances, or allowing panel cut edges to be in continual contact with water, damp insulation, soil or vegetation i.e. setting wall panels directly on the concrete sheeting notch or base trim.

h) This warranty does not apply to products, materials, accessories, parts, or attachments which are not produced by the Manufacturer. In addition, all items not specifically listed as included are hereby excluded from this warranty.

7. Customer shall exercise diligence in inspection of materials as received from Manufacturer prior to use so as to mitigate expense involved to Manufacturer under this warranty.

8. This warranty does not apply to the interior or reverse side finish nor does it extend to pre-painted materials used in interior (not atmospherically exposed) applications.

9. This warranty applies only to the paint film on the material and does not cover in any way any other aspect of the material.

10. If the panel finish fails to perform as indicated under the terms of Performance outlined above, Manufacturer shall have no liability with respect thereto except, at its sole option to repaint or restore the failed material, which shall be the purchaser's sole and exclusive remedy. Manufacturer shall not be liable for any expenses connected with labor for the replacement of the defective material or any consequential damages. Repainting shall not necessarily be with 70% PVF2/PVDF. In no event, however, shall Manufacturer’s responsibility extend to any consequential damages, or for any special, indirect, or consequential loss of profits or any other incidental, general, special, or compensatory damages to anyone because such panels may have been nonconforming. In all cases Manufacturer reserves the right to approve and negotiate the contract for such repainting or restoring. The warranty on any repainted or restored coated material supplied hereunder shall be for the unexpired portion of the warranty period applicable to the original coated material.
TERMS AND CONDITIONS (CONT.)

1. DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT PRODUCED BY MANUFACTURER, EXCEPT AS OTHERWISE EXPRESSLY STATED. THEREFORE, ANY WARRANTIES OR REMEDIES FOR ANY SUCH MATERIALS, ACCESSORIES, PARTS OR ATTACHMENTS ARE LIMITED TO THE MANUFACTURER’S WARRANTY, IF ANY, AND SUCH MATERIALS, ACCESSORIES, PARTS OR ATTACHMENTS ARE DISCLAIMED BY MANUFACTURER AS NOT BEING MANUFACTURED TO MANUFACTURER’S SPECIFICATIONS. MANUFACTURER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER MANUFACTURER IS INformed OF THE POSSIBILITIES OF SUCH DAMAGES, LOSSES OR EXPENSES.

2. LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF MILITARY AUTHORITY; LIABILITY TO SECURITY MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

3. FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER’S (OR ANY OTHER PARTY’S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY’S MATERIALS OR PRODUCTS AND/OR ROOF PANELS.

4. Assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practices, this warranty shall forthwith become null and void.

5. This warranty shall extend to the original Building Owner and is non-assignable and/or non-transferable. Should the Owner become insolvent, bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practices, this warranty shall forthwith become null and void.

6. Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, enforcement hereof, and/or any proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Harris County, Houston, Texas (ii) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum, and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid, to the address set forth herein. The scope of each of the foregoing waivers is all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into this Warranty. Each party agrees that it has reviewed these terms with counsel, and that it has fully and voluntarily agreed to each and every provision of this Warranty.

7. No terms or conditions other than those herein and no agreement, oral or written, in any way purporting to modify this warranty shall be binding on Manufacturer unless made in writing and signed by a duly authorized representative of Manufacturer. Any such modification must be in writing and signed by a duly authorized representative of Manufacturer. Manufacturer reserves the right to make any modifications to this Warranty in any manner without prior notice to Purchaser.

8. Claims must be reported in writing to Manufacturer within thirty (30) days after discovery of nonconformance. A copy of this document must be presented to Manufacturer at time of claim. All notices given under or pursuant to this Agreement shall be in writing and sent by registered mail, postage prepaid, return receipt requested to:

Precoated SIGNATURE® 300 Insulated Metal Panel
Terms and Conditions

NCI Group, Inc.
Attn: Claims Department
P.O. Box 692055
Houston, TX 77269-2055

Claims Department
Attn: Claims Department
P.O. Box 692055
Houston, TX 77269-2055

In the event of a dispute arising out of or in connection with this Warranty, any agreement, or any other transaction brought in any such court, the parties agree to submit such dispute to the same court in Houston, Harris County, Texas, to be determined by the court, and to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid, to the address set forth herein. The scope of each of the foregoing waivers is all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into this Warranty. Each party agrees that it has reviewed these terms with counsel, and that it has fully and voluntarily agreed to each and every provision of this Warranty.

9. LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF MILITARY AUTHORITY; LIABILITY TO SECURITY MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

10. FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER’S (OR ANY OTHER PARTY’S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY’S MATERIALS OR PRODUCTS AND/OR ROOF PANELS.