



**1345 Flowood Drive Flowood, MS 39232
601-936-5292 Office
601-936-5294 Fax**

**CUSTOM METAL SOLUTIONS, LLC.
Forty Year Limited Warranty**

Referenced in Order Documents as Warranty Code 032010

Warranty Coverage

Custom Metal Solutions, LLC. warrants to the original buyer (Customer) that its Paint system when properly applied to hot dipped galvanized or zinc-aluminum alloy steel for commercial, industrial or residential building parts will meet the following standards for a period of forty (40) years from the date of purchase:

1. **Film integrity.** WILL NOT crack, check or peel (loose adhesion) for forty (40) years from date of purchase. This does not include minute fracturing, which may occur in the proper fabrication of building parts.

2. **Color retention.** Sidewall panels applied at or greater than an 80-degree angle from horizontal, for thirty (30) years from date of purchase:

a. WILL NOT chalk in excess of eight (8) rating when measured per ASTM D-4214 method A.

b. WILL NOT change color more than five (5) Delta E Hunter units when measured per ASTM method D-2244 on clean surface after dirt removal per ASTM D-3964.

Roofing Panels applied at less than an 80-degree angle from horizontal, for thirty (30) years from date of purchase.

a. WILL NOT chalk in excess of six (6) rating when measured per ASTM D-4214 method A.

b. WILL NOT change color more than seven (7) Delta E Hunter units when measured per ASTM method D-2244 on clean surface after dirt removal per ASTM D-3964.

Custom Metal Solutions, LLC. will provide or pay for material reasonably necessary to replace, repair or repaint the nonconforming building part, at Custom Metal Solutions, LLC.'s option. Labor costs are not included under this Warranty.

Custom Metal Solutions, LLC. warrants no other aspect, quality, characteristic, use or benefit of the building parts, except as stated herein, and only upon the terms and conditions stated herein.



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EXCEPTING THOSE WARRANTIES ISSUED IN WRITING AND CONTEMPORANEOUSLY WITH THIS WARRANTY, CUSTOM METAL SOLUTIONS, LLC. MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; PROVIDED HOWEVER THAT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF ANY, THAT BY LAW MIGHT ACCOMPANY THIS PRODUCT BY VIRTUE OF PERSONAL, FAMILY, OR HOUSEHOLD USE THEREOF, IS HEREBY EXPRESSLY LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM DATE OF DELIVERY.

OTHER THAN AS STATED HEREIN, THE PRODUCTS ARE SOLD “AS IS” AND “WITH ALL FAULTS”.

Exceptions to Coverage

This Warranty does not apply to circumstances not under Custom Metal Solutions, LLC.’s control, including but not limited to:

1. Fire or other casualty or physical damage;
2. Unusual harmful fumes or foreign substances in the air;
3. Areas within 1,000 meters of salt water marine atmospheres, or repeated spraying of either salt, fresh or brackish water;
4. Improper shipment, storage, installation, construction or handling;
5. Cosmetic effects caused by failing to remove drill or saw shavings when predrilling or cutting the sheets.
6. Cosmetic effects caused by use of touch up paint, and scratching from handling or erection of panels.
7. Galvanic reactions caused by direct contact of dissimilar metals, or parts in direct contact with cement, dirt, wet insulation, or other such elements that result in galvanic corrosion or “edge creep”.
8. Parts that are not erected within 30 days of invoice.
9. **Immediately notify a Custom Metal Solutions, LLC. representative about parts with obvious visual defects prior to installation. ANY SUCH DEFECTIVE PARTS MUST BE REPLACED PRIOR TO INSTALLATION OR ERECTION. Custom Metal Solutions, LLC. is not responsible for and will not pay for labor costs to remove and/or replace material with obvious visual defects if it has been installed or erected.**



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Making Claims

In the event of a Warranty claim, Customer must notify Custom Metal Solutions, LLC. by contacting Custom Metal Solutions, LLC. from which the product was purchased in writing within 30 days of the discovery of the alleged defect, and provide a copy of this Warranty. Custom Metal Solutions, LLC. shall investigate the failure, and Customer shall provide access to the building location and such other cooperation and assistance as needed in determining the exact cause of the failure. Custom Metal Solutions, LLC. in its sole discretion, will determine the validity of the Warranty claim, and the adequate remedy, including repair, replacement or repainting the affected part. Custom Metal Solutions, LLC. will provide the remedy within 180 days from the date of notification. If repainting is the appropriate remedy, Custom Metal Solutions, LLC. will provide for normal painting practices using a paint or other suitable alternative. This Warranty will apply to the parts that were repainted, repaired or replaced, but only for the unexpired portion of the Warranty applicable to the original parts. Failure to comply with these procedures by customer shall void this Warranty.

Limitation of Remedies

Custom Metal Solutions, LLC. has no other liability for panels or other building parts except with respect to paint as described herein. This Warranty is only for the original purchaser of the product and is not assignable. This Warranty applies only to products sold by Custom Metal Solutions, LLC. and used on property located within the continental United States. This Warranty is the full and complete agreement of the parties and shall not be modified, altered, transferred or extended, unless in writing and signed by Custom Metal Solutions, LLC.

CUSTOMER HAS NO OTHER REMEDY, AND CUSTOM METAL SOLUTIONS, LLC. IS NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COSTS OF CAPITAL, COSTS OF PURCHASE OR REPLACEMENT OF OTHER GOODS, OR CLAIMS FOR BUSINESS OR SERVICE INTERRUPTION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER.

Any controversy or claim arising out of or relating to this warranty shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be held in Flowood, Rankin County, Mississippi, or at such other location as designated by Custom Metal Solutions, LLC.

This Warranty must be retained by Customer and presented to Custom Metal Solutions, LLC. upon making a Warranty claim.

This Warranty gives specific legal rights and Customer may also have other rights which vary from state to state.

Always wear appropriate safety gear to protect yourself from sharp edges and other hazards.



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Issued to: _____

address: _____

Custom Metal Solutions, LLC. Sales order: # _____ **Date:** _____ **This**
Warranty applies only to those items within this sales order, which reference this Warranty class

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