



**Precoated SIGNATURE® 300 Panel  
PRECOATED 70% FLUOROPOLYMER PANEL  
LIMITED WARRANTY**

NCI Building Systems, L.P., which includes its subsidiaries (hereinafter referred to as "Manufacturer"), warrants the panels, effective from the date of shipment, will perform in accordance to the following 70% PVF2/PVDF Warranty:

**PERFORMANCE SUMMARY**

Manufacturer warrants that the Product will not, under normal atmospheric conditions (which term excludes exposure to salt spray or corrosive or aggressive atmospheres such as, but not limited to, those contaminated with chemical fumes or salt spray):

- A. Peel, check or crack (except 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 when cracking or crazing is a result of metal fracture in the case of aluminum or spangle cracking of the zinc layer in the case of galvanized or GALVALUME steel); for a period of 20 years Vertical, 20 years Non-Vertical from the above invoice date on installations within Continental North America. For installations outside Continental North America, the warranted period shall be one-half (1/2) of the before stated period.
- B. (1) Chalk in excess of a numerical rating of Vertical 8, Non-Vertical 8 when measured in accordance with the standard procedures as defined by the "Standard Methods of Evaluating Degree of Chalking of Exterior Paints", ASTM D4214, or  
(2) Fade or change in color in excess of Vertical 5, Non-Vertical 5 color difference units, 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 or unexposed painted surfaces. 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. The warranty will not apply to any coated surface which is not on the exterior surface of a building.
2. The warranty will not extend to or cover:
  - a) Damages 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 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 Manufacturer.
  - d) Damages to the coated Metal as a result of standing water in non-vertical application.
  - e) Damage to the coated Metal caused by cascading water.
  - f) Damages to the coated Metal caused by contact with, or water run-off from, lead, copper, graphite or other dissimilar material. This includes A/C condensation.
  - 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 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 rest solely with the Purchaser.
  - i) 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.
3. The warranty will not be applicable to damage or failure which is caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, or other such similar or dissimilar occurrences beyond Manufacturer's control.
4. Manufacturer's exclusive liability under this warranty, or otherwise, will be limited to, at Manufacturer's discretion, refinishing or replacing the defective coated Metal. When Manufacturer chooses to replace the defective coated Metal, its sole obligation is for the replacement of the material only. Manufacturer shall not be liable for any expenses connected with labor for the replacement of the defective material or any consequential damages. Refinishing of the defective Metal shall be performed by using standard finishing practices and materials (not necessarily 70% PVF2/PVDF) as selected by Manufacturer. Manufacturer will, in all instances, have the option of determining which of the above shall be utilized to fulfill its obligation. In no event, however, shall Manufacturer's responsibility exceed the cost of refinishing the defective coated Metal on the site and in all cases, Manufacturer reserves the right to approve and/or negotiate the contract for such repainting. The warranty on any refinished or replaced coated Metal supplied hereunder shall be for the remainder of the warranty period applicable to the Metal originally coated.
5. The use of seaming equipment obtained from a party other than the Manufacturer may result in this and all warranties being void.
6. Customer shall exercise diligence in inspection of materials as received from the Manufacturer prior to use so as to mitigate expense involved to MBCI under this warranty.

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**TERMS AND CONDITIONS (CONT.)**

7. 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.
8. This warranty applies only to the paint film on the material and does not cover in any way any other aspect of the material.
9. Claims must be reported in writing to Manufacturer within thirty (30) days after discovery of nonconformance. Adequate identification of the material involved in the claim, including date of installation, Manufacturer order number, Manufacturer invoice number, and date of shipment must be established by Buyer. A copy of this document must be presented to MBCI 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:

NCI BUILDING SYSTEMS, L.P.  
P.O. BOX 602055  
HOUSTON, TX 77269-2055  
ATTN: CLAIMS DEPARTMENT

10. 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 Manufacturer unless made in writing and signed by the President of Manufacturer.
11. 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 and of no legal effect.
12. Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Texas, (ii) any and all claims, actions, 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 Houston, Harris County, Texas, (iii) this Warranty is capable of being performed in Harris County, Texas, (iv) IT irrevocably submits itself to the jurisdiction of the state and federal courts in Harris County, Texas, (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Texas law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or 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, and its address set forth herein. The scope of each of the foregoing waivers is intended to be 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 warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.
13. **FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OF DAMAGE DUE TO FORCE MAJEURE CONDITIONS INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE 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.**
14. Notwithstanding the foregoing, the warranty coverage provided above by Manufacturer shall be expressly limited to and shall include only such warranty coverage on coatings applied to Manufacturer's panel materials by the original supplier(s) thereof. Any and all such warranty coverage available from Manufacturer shall apply only to the same extent that such warranty coverage is available from the original supplier thereof. To the extent that warranty coverage from such supplier(s) is unavailable for any reason whatsoever, Manufacturer shall not have any further liability to purchaser or any other party.

**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, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESS OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE COST OF THE AMOUNT OF THE MATERIALS, EXPRESSLY EXCLUDING LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND ANY OTHER ADDITIONAL EXPENSES. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MANUFACTURER WILL NOT 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 WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER'S ROOF SYSTEM.**

Signature® is a registered trademark of Metal Building Components, L.P., a subsidiary of NCI Building Systems, L.P.

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Project Name

\_\_\_\_\_  
Manufacturer's Job #

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Color(s)

\_\_\_\_\_  
Credit Department  
NCI Building Systems, L.P.

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Date