



WARRANTY

This warranty agreement is made between DML USA Pruszynski and to the customer as identified in this certificate and purchases DML USA Pruszynski's SZAFIR 350/15 or SZAFIR 400/20 (hereafter called the "Product") .This only applies to product if erected within Hawaii, the continental United States and Canada.

Your DML USA Pruszynski product will continue to protect your premises from the elements and will not peel, check, or crack except for slight crazing or cracking as may occur on normal roll-forming or brake bending or other fabrication and which is accepted as standard in the industry;

The above warranty with limitations shall be Fifty Years (50 Years) from the date of shipment from DML USA Pruszynski.

This Warrant is subject to the following conditions.

- A. This warranty does not cover damage or deterioration caused by any occurrence beyond DML USA Pruszynski. Including, without limitation, fire, vandalism, corrosion of the metal substrate, falling objects, foreign substances in the atmosphere (such as those contaminated with chemical wastes or acidic substances, polluted or toxic atmospheres or marine environments). Intermittent or continual submersion in water or any other liquid or solid material, damage from wind, improper handling by installers, fabrication of the flat sheet or coil mechanical damage or any other physical damage by installers.
- B. This warranty does not cover damage or deterioration resulting from moisture contamination or entrapment. Failure to handle, store, install or maintain the product in accordance to our published recommendations and normal prudent trade practice. Contact with copper, lead or similar corrosive substances. Scratching or abrading of the product during or after installation.
- C. It is acknowledged that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements and are not covered by this warranty: Uniform fading and color changes of the product are excluded from this warranty, since exposure to sunlight and extremes of weather and temperature will cause any colored surface to gradually fade, darken, chalk or acquire surface accumulation of dirt and stains. The severity of these conditions will depend on the air quality, the geographic location and other local conditions over which DML USA Pruszynski has no control. It is recommended that there be a systematic fresh water rinse maintenance program in effect too all exposed areas of the product especially in areas of high salt concentration, marine environments and areas of toxic or acidic atmospheres, so as to prevent the accumulation of concentrated deposits.
- D. In the event of any claim or threatened claim under this warranty you agree to allow DML USA Pruszynski or one of its authorized representatives to have access to your premises at all reasonable times for the purpose of inspection and or assessment of the extent of the defect in your product.
- E. DML USA Pruszynski shall not be liable for any other injury or damage to property other than the SZAFIR 350/15 or SZAFIR 400/20 as a condition when purchased by the customer from DML USA Pruszynski. In all instances DML USA Pruszynski will have the sole and exclusive right to determine whether or not refinishing or replacement of the failed product is required and to fulfill it's obligation under the warranty. DML USA Pruszynski reserves the right to negotiate and app-rove any final contract let for refinishing and or replacing defective product as the case may be.
- F. All claims under this warranty must be presented in writing during the warranty period and within thirty (30) days after the customer is informed or becomes aware of a defect in or of the product. Time is of the essence and failure to give notice within the specified time shall discharge DML USA Pruszynski from any obligation under this warranty.
- G. The customer acknowledges that DML USA Pruszynski is not the manufacturer of the steel warranted herein and agrees that all issues and claims arising from or related to the exceptions set forth herein shall be determined finally and conclusively as to the customer by the original steel manufacturer.

- H. In order for the fifty year warranty to take effect, an inspection must be done at least once every ten years within the fifty year warranty. Such inspection must be made by owner in order for warranty to be extended, otherwise warranty will be terminated. The inspection must be submitted in writing via registered mail. The written statement should include the current owner's name, address and telephone number. All warranty work shall be performed by a company, dealer, contractor, installer, distributor or those deemed suitable and approved by DML USA Pruszyński. The owner will be responsible for inspection fee for any visit or inspection done.
- I. In the event that DML USA Pruszyński does replace any defective product you should note that there are likely to be color and texture differences between the old and new portions of the product. This condition shall not be indicative of a defect. DML USA Pruszyński recommends that the homeowner routinely cleans the gutters and remove all branches and debris that are in contact with the roofing system. Home maintenance is always the responsibility of the homeowner.
- J. THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY AND NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED. INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE ARE MADE. ANY SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO OTHER WARRANTIES. WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST THE SELLER AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF DML USA PRUSZYŃSKI. DML USA PRUSZYŃSKI SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. DML USA PRUSZYŃSKI HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY. THIS WARRANTY IS EXTENDED SOLELY TO THE CUSTOMER. IT IS NONTRANSFERABLE AND NONASSIGNABLE AND THE CUSTOMER SHALL NOT PERMIT OR AUTHORIZE THEIR EMPLOYEES, AGENTS, REPRESENTATIVES OR THEIR CUSTOMERS TO CLAIM, ENLARGE ON OR EXTEND THAT THIS WARRANTY IS AVAILABLE TO ANYONE OTHER THAN THE CUSTOMER. IN THE EVENT OF A MATERIAL BREACH OR VIOLATION BY THE CUSTOMER OR ANY OF THE CUSTOMERS AGENTS OR REPRESENTATIVES OF ANY OF THE CONDITIONS OF THIS AGREEMENT. DML USA PRUSZYŃSKI SHALL HAVE NO LIABILITY FOR ANY PRODUCT FAILURE CLAIMS AND SHALL VOID AND CANCEL THIS WARRANTY FOR ALL PURPOSES.

IN WITNESS WHEREOF. DML USA Pruszyński and _____ have executed this agreement on this day and year shown below.

Customer

Signed for and behalf of
DML USA Pruszyński

By _____

By _____

Date:

Date: