



LIMITED 40 YEAR WARRANTY PRE-PAINTED STEEL ROOFING AND SIDING PANELS PERSPECTRA / PERSPECTRA PLUS SERIES

Subject to the terms, conditions, exclusions and limitations herein, Duchesne et Fils Ltée (herein called "DUCHESNE"), warrants to the "Client", the Client being the owner of the building where the product is being installed at the moment of the purchase, that the "Product", the Product being the pre-painted Perspectra / Perspectra Plus Series roll-formed steel roofing and siding panels manufactured by DUCHESNE, will be free of all workmanship defects caused during the manufacturing process. Subject to the terms and conditions of this warranty, DUCHESNE also warrants that, within Canada and the United-States of America (excluding Hawaii and Alaska), under normal atmospheric conditions, the paint film of the pre-painted Perspectra / Perspectra Plus Series roll-formed steel roofing and siding panels will perform in accordance to the following:

PERSPECTRA / PERSPECTRA PLUS SERIES PAINT FILM PERFORMANCE

FILM INTERGITY: During the first forty (40) years following the original date of purchase of the Product by the Client, the paint film shall have no evidence of cracking, flaking, peeling or loss of adhesion.

CHALKING: For the first thirty (30) years following the original date of purchase of the Product, vertical installations will not chalk more than #8 rating and non-vertical installations will not chalk more than #6 rating as determined by ASTM D4214, Method A.

COLOUR CHANGE: For the first thirty (30) years following the original date of purchase of the Product, vertical installations will not change colour more than five (5) Hunter ΔE units and non-vertical installations will not change more than seven (7) Hunter ΔE units. Colour change measurements are to be made as per the ASTM D2244 method on a clean surface after having removed any deposits, soils and chalk per ASTM D3964. Colour change shall be measured on an exposed painted surface and the correspondent value on an original or unexposed painted surface. Colour variations of the painted surface due to non-uniform wear or exposition to the sun and elements are not covered by this warranty.

GENERAL TERMS AND CONDITIONS

This warranty is subject to the following terms and conditions:

1. This warranty applies only when panels are erected in such a manner that they have an adequate drainage avoiding any standing water, accumulation of any type (debris, ice, snow, etc.) or any condensation.
2. This warranty applies only when panels are exposed under normal atmospheric conditions. Damages resulting from abnormal atmospheric conditions are not covered by this warranty. The term abnormal atmospheric conditions include, but is not limited to hail, ice fall, exposure to saltwater/marine atmosphere or mold, poor ventilation, corrosive or harmful chemicals and/or other harmful gases or toxins (whether solids, liquids or gases) and animal excrements or airborne contaminants.
3. DUCHESNE shall not be liable for any losses, damages or expenses whether direct, indirect, consequential, special or punitive, or for any damage or cause not expressly stated in this warranty, including for loss of income, profits, goodwill and other tangible or non-tangible assets, no matter if based on contract, tort, negligence or any other cause of action, caused by or resulting from the use of defective or nonconforming steel roofing and siding panels where limitation for incidental or consequential damages is not permitted by law, additional recourses may be available. The foregoing shall apply even if the Client has been advised of the possibility of such damages. The total liability of DUCHESNE is expressly limited to the purchase price of the Products covered by this warranty. Without limiting the generality of the foregoing, this warranty pertains to Products only, and DUCHESNE shall not be liable for damages for or relating to labor or loss of use of structure or damage to the content in the structure.



DUCHESNE LIABILITY LIMITATIONS

4. This warranty does not apply to; perforated panels; minor hairline cracking of the pre-painted finish surface; minor color variances between separate orders; damaged panels resulting from edge corrosion or failure of the metal substrate or corrosion on the reverse side of the Product.
5. Corrosion caused by steel shavings or minuscule particles from sawing sparks that come into contact with the pre-painted finish, is not covered by this warranty.
6. This warranty does not apply to; defects or damages made to the pre-painted finish of the steel roofing and siding panels, after been delivered by DUCHESNE, resulting from handling, shipping, transit, processing; improper storage or installation; alteration or modification of the Product in a manner not originally intended; negligence or accidental acts of the Client, the retailer, general contractor, installer, repairman or any other third party. The Client is liable to consult and to comply with DUCHESNE's instructions of use with respect to the Product, available at <https://www.duchesne.ca/pdf/en/steel/steel-catalog.pdf>, as a precondition for the application of this warranty. The use of high pressure washing systems or other aggressive cleaning methods; skylights; improper applications, installation or use of any accessories, including but not limited to snow guards, antennas, ventilation systems, solar systems and air conditioning- systems; ice or snow damming; damages caused from the removal of ice or other debris or leaf shedding; settling or failure of the structure including but not limited to its rafters, trusses, walls, sheathing or chimneys.
7. This warranty does not apply to damages caused by acts of God such as, but not limited to, falling objects, external forces, explosions, fire, riots, civil commotions and acts of war, excessive radiations, unusual weather conditions, or other such similar or dissimilar occurrences beyond DUCHESNE's control.

CLIENT LIABILITIES

8. The improper use of DUCHESNE's seaming equipment or use of seaming equipment obtained from a party other than DUCHESNE, may as a result void all warranties.
9. The responsibility of selecting a suitable long-lasting fastener rests solely with the Client. Damages to the panels caused directly or indirectly by panel contact with fasteners or contact with or exposure to other types of metals, of damp or pressure treated lumber are not covered by this warranty.
10. The Client must inspect the material immediately upon reception and prior to installation so as to mitigate problems and expenses involved in repairing, repainting or replacing defective Products. Any defect related to the appearance of siding products, mouldings and accessories must be communicated to Duchesne et Fils Ltée before the installation of the product. Duchesne et Fils Ltée reserves the right to refuse any request for reimbursement of expenses related to the installation of the product (labor, equipment, etc.) for any defect that could have been detected before the installation.
11. To be effective, claims presented under this warranty must include adequate identification of the Products, materials involved in the claim, including the original invoice; original shipping documents or such other sufficient documentation as may be reasonably required by DUCHESNE to establish that DUCHESNE's Products were sold to the Client and to document the damages, along with pictures. It is the Client's responsibility to obtain and conserve the above-mentioned documents at the time of purchase. Invoices or other documents issued by DUCHESNE to installers, distributors, general contractors or other retailers are not acceptable to entitle the Client to a claim under this warranty. All claims must be made in writing to DUCHESNE, to the address set forth below, within thirty (30) days after the discovery of the defect. Failure to give notice within the specified time frame shall discharge DUCHESNE from all warranty obligations.

Claims must be sent to DUCHESNE to the following address:

Address: 871, boulevard Duchesne, Yamachiche (Québec), G0X 3L0, Canada
Email: customerservice@duchesne.ca



MISCELLANEOUS

12. DUCESNE, any agent, employee or representative of DUCESNE, must be given reasonable opportunity to conduct an on-site inspection of the material in order to determine the cause of the Product failure, if any, and the corrective action to be taken, if any. If DUCESNE determines that a Product failure is covered by this warranty, it will have sole discretion to either reimburse, repair, refinish, repaint or replace the failed Product. All works shall be performed by a qualified contractor using standard practices and materials. DUCESNE reserves the right to select, approve and negotiate all repairing, refinishing, repainting or replacement contracts. DUCESNE, or a qualified third party selected by DUCESNE, will, in all instances, be the sole judge as to whether repairing, refinishing, repainting or to supply new material for failed areas is required to fulfill DUCESNE'S obligations under this warranty. Any repair or replacement not authorized by Duchesne shall release Duchesne from any and all warranty obligations concerning the products. The liability of DUCESNE for product replacement excludes all installation and other associated material costs.
13. The warranty period shall not be extended by any repairing, refinishing, repainting or replacement of the Product, but the remaining warranty period shall continue in effect and be applicable to the repaired, refinished, repainted or replaced areas under the terms and conditions of this warranty.
14. The express warranty stated herein is the exclusive warranty applicable to pre-painted Perspectra / Perspectra Plus Series roll-formed steel roofing and siding panels manufactured by DUCESNE. DUCESNE MAKES NO OTHER GUARANTEES EITHER EXPRESSED OR IMPLIED BEYOND THE FACE HEREOF AND WITHOUT LIMITATION ALL WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE AND OR MERCHANTABILITY ARE RESTRICTED TO THE EXPRESS TERMS HEREOF. Furthermore, additional liabilities upon the rights and remedies of the Client contained in such documents as a purchase order or order acknowledgements which may subsequently be exchanged between the parties shall have no force upon this warranty. All proposals, negotiations and representations, if any, made prior to or with reference hereto are superseded by this warranty.
15. DUCESNE grants this warranty solely to the Client, as the owner of the building on which the panels are installed. This warranty is non-transferable, non-assignable and cannot be modified or enlarged under any circumstances by any Client, seller, representative or any other person.
16. DUCESNE reserves the right to terminate or modify this warranty at any time in the future, except with respect to orders which have already been accepted upon the giving of written notice thereof.
17. This warranty shall not become effective and DUCESNE shall not have any obligation under any warranty until all invoices issued by DUCESNE, a distributor, general contractor or any other retailer have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any DUCESNE inspection report have been corrected and all DUCESNE procedures available at <https://www.duchesne.ca/pdf/en/steel/steel-catalog.pdf> have been followed.
18. This warranty shall be governed by and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The parties agree that the courts of the province of Québec, district of Trois-Rivières, will have exclusive jurisdiction over any matters arising from this Agreement. Each Party hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Québec, district of Trois-Rivières.

Effective date: January 1st, 2019