

Panasonic PVC Coated Galvanized Steel Coil for Roof Applications Warranty

Panasonic Industrial Devices Sales Company of America, Division of Panasonic Corporation of North America (“Panasonic”), warrants that the Panasonic PVC Coated Galvanized Steel Coil for Roofing Applications (the “Product”) sold to you (the “Buyer”) in the fifty (50) states of the United States of America for installation and use in the fifty (50) states of the United States of America will not:

- Perforation (Substrate Quality):
Rupture, perforate or fail structurally due to perforation for a period of thirty (30) years from the date of delivery to you, excluding any rupture or perforation caused by mishandling.
- Chalking:
Chalk in excess of number 8 rating on applications for a period of twenty (20) years from the date of delivery to you, as determined by the procedure outlined in ASTM D4214 Method A-D659 specification test.
- Fading (Discoloration):
Fade in excess of more than 7 Hunter units for a period of twenty-five (25) years from the date of delivery to you for all states, as determined by ASTM method D2244, except for the State of Hawaii which shall be for a period of fifteen (15) years from the date of delivery to you.

This warranty is subject to the following conditions:

1. Salt Water: The Product must be installed in a location which is greater than fifty (50) feet from salt water.
2. Repair or Replacement Warranty Period: In the event of any repairs or replacements of the Product authorized by Panasonic, such repairs or replacements will be warranted for the remainder of the original warranty period for the Product.
3. Claim Period and Duties of Buyer in Presenting Claims: Claims for all Product defects must be made within the warranty period and within thirty (30) days after Buyer discovers any non-conformity of the Product. Buyer must give Panasonic a reasonable opportunity to inspect any such non-conformity. As a condition precedent to Panasonic’s liability hereunder, Buyer must present with its claim, a detailed description of any defect, including pictures if available, adequate records to enable Panasonic to establish the reseller of the Product, the Product order number, the date of shipment of the Product, and the date of delivery of the Product.
4. Amount of Liability:
 - (a) Buyer’s sole and exclusive remedy and Panasonic’s sole liability for breach of this warranty shall be limited to: (a) supplying the Product or equivalent material in a quantity sufficient to repair the defective area of the Product; or (b) repurchasing the defective area of the Product at the reasonable price paid by Buyer. If Panasonic elects to supply replacement Product or material, Seller shall have no liability for any labor and installation costs associated with removing defective Product or material or replacing the defective Product with new Product or material. Panasonic shall have no warranty liability or obligation whatsoever if payment in full has not been made for the Product.
 - (b) The foregoing warranty does not apply to defects or failures caused by acts of God, falling objects, misuse, improper assembly, external forces, explosions, fire, vandalism, deliberate destruction or damage, riots, civil commotions, acts of war, radiation, harmful gases or fumes, or excessive chemicals and/or foreign substances (such as, but not limited to, abnormal quantities of sand or dirt particles) in the air or atmosphere.
 - (c) Buyer must follow the Panasonic Application Guidelines when applying or installing the Product. Failure to do so will void warranty.
 - (d) **IN NO EVENT SHALL PANASONIC AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, RESELLERS AND/OR FABRICATORS (“COLLECTIVELY, “THE PANASONIC PARTIES”) HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES AND LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WORK DELAYS, LOST GOODWILL, REVENUE OR SAVINGS, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCT, EQUIPMENT, FACILITIES OR SERVICES, OR DOWNTIME COSTS, EVEN IF THE PANASONIC PARTIES HAVE BEEN ADVISED OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF THE PANASONIC PARTIES FOR MONETARY DAMAGES UNDER THIS WARRANTY EXCEED THE TOTAL AMOUNTS PAID BY BUYER FOR THE PRODUCTS.**

5. WARRANTY EXCLUSIONS

- (a) Generally. Notwithstanding anything herein to the contrary, Panasonic shall have no obligation to Buyer for: (i) normal wear and tear arising after the installation of the Products; (ii) any defects or failures arising out of Panasonic's compliance with requirements and specifications required by Buyer; (iii) any defects or failures relating to the design of the building and/or structure of which the Products become a part; (iv) any defects or failures caused by the failure to use or install the Product in accordance with its specifications and/or documentation, including a failure to use or install the Product in accordance with applicable environmental requirements; (v) in the event the Product is used for any other application other than roofing; (vi) any defects or failures on a cut edge due to cut edge exposure; (vii) any defects or failures caused by (A) shipment, handling or storage of the Products by any party other than Panasonic and its authorized agents, (B) articles not supplied by Panasonic, including, without limitation, the building or structure into which the Products are installed, or (C) accident, misuse, neglect, abuse, mishandling, misapplication, modification, alteration, acts of God, or improper installation, service or maintenance. In addition, without limiting the generality of the foregoing, no warranty of any kind is offered on any Product which is designed to wear out with normal use and is to be replaced on a scheduled basis.
- (b) Disclaimer of Warranties. **THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE, OR WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, CONDITION, FITNESS, QUALITY, ABSENCE OF PATENT OR LATENT DEFECTS IN MATERIAL OR WORKMANSHIP, COMPLIANCE WITH REQUIREMENTS OF LAW, REGULATIONS, SPECIFICATIONS OR CONTRACTS, OR ANY OTHER OBLIGATION ON THE PART OF PANASONIC, ALL OF WHICH ARE HEREBY WAIVED BY BUYER.** The employees and agents of Panasonic are not authorized to make modifications to such warranties, or additional warranties binding on Panasonic; accordingly, additional statements, whether oral or written, do not constitute warranties and should not be relied upon by Buyer.
- (c) No Assignment. This warranty is extended to Buyer as the original purchaser from the reseller or fabricator and is non-transferable and non-assignable under any circumstances. No rights against Panasonic shall be created by transfer or assignment, nor shall any rights against Panasonic survive any transfer or assignment. This condition shall constitute a material term of this warranty and its violation by Buyer shall excuse Panasonic from its obligations related thereto.
- (d) Merger. All other warranties, promises or affirmations of fact including, without limitation, warranties of merchantability and of fitness for a particular purpose are deemed to be merged into the terms of this warranty. The conditions of liability, rights, obligations and remedies of Buyer relating to claims arising from the nonconforming Product shall be governed exclusively by the terms and conditions set forth herein.
- (e) No Action. No action or suit shall be brought on an alleged breach of the warranties set forth herein more than twelve (12) months following the earlier of: (a) the expiration of the applicable warranty period or (b) the date of the event which caused the breach of the warranty.
- (f) Allocation of Risk. The warranties set forth herein allocate the risks of product failure between Panasonic and Buyer, as authorized by the Uniform Commercial Code and other applicable law. The price of the Product reflects this allocation of risk and the limitations of liability contained in this warranty.
- (g) No Modification of Seller's Rights. No terms or conditions, other than those stated herein, and no agreement or understanding oral or written, and no course of conduct or performance, in any way purporting to modify this warranty or to waive Panasonic's rights hereunder, shall be binding on Panasonic unless the same are clearly described in a writing that expressly refers to this warranty and expressly refers to having such effect upon this warranty and is signed by an authorized representative of Panasonic. Additional liabilities of or limitations upon the rights and remedies of Panasonic contained in any documents, including, without limitation, purchase orders which may subsequently be exchanged between parties shall have no force and effect upon this warranty. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.
- (h) Obligations of Buyer. All obligations of and conditions imposed on Buyer under this warranty shall be deemed material terms of this warranty and any violation by Buyer shall excuse Panasonic from Panasonic's obligation hereunder.