

# COPPER CRAFT

BY **FABRAL** A EURAMAX COMPANY

## **COPPER CRAFT CHIMNEY POT LIMITED ONE (1) YEAR WORKMANSHIP WARRANTY FIVE (5) YEAR PAINT FADE WARRANTY**

### **PAINT FADE WARRANTY**

Copper Craft by Fabral, a Euramax company, Lancaster, PA, hereinafter referred to as "Copper Craft" or "Seller," guarantees that within the continental United States and Canada normal outdoor atmospheric conditions (which term excludes corrosive or aggressive atmospheres such as those contaminated with chemical fumes or salt spray) will not cause the paint on the Copper Craft chimney pots sold to you under this guarantee to:

1. Fade or change in color in excess of five (5) units of color difference ("NBS" units) for a period of five (5) years when measured in accordance with the standard procedure specified in ASTM D-2244 (latest) paragraph 4.3, on a washed test area.

**NOTE:** Most coated surfaces, when exposed to the sun, will fade to some degree over a period of time. Five NBS units is a noticeable, but not usually objectionable, degree of color change. Colors may also darken or change hue rather than fade, particularly on exposure in polluted environments. The NBS units are intended to apply to color change in either direction in comparison with the original or unexposed color. It is understood that fading or color change may not be uniform if the surfaces are not equally exposed to the sun and elements.

For purposes of determining whether an exposed coated surface meets the standards set forth in the above paragraphs, all chalk, dirt and other film deposits on the area of the surface to be tested for color must be removed by washing prior to evaluation. To wash test area, use a pad of 28/24 mesh cheesecloth and distilled water with mild soap or detergent cleaner. Wet the cheesecloth thoroughly with the solution and rub it, using moderate hand pressure, over an area of surface approximately 4" x 4". Care must be taken to avoid any scratching, burnishing or other physical alteration of the coating surface. After washing as described above, flush off the test area with distilled water and allow to air dry in a vertical position.

### **WORKMANSHIP WARRANTY**

"Copper Craft" also guarantees that within the continental United States and Canada that the chimney pots sold to you under this guarantee will meet the advertised product performance and workmanship for a period of one (1) year.

### **TERMS AND CONDITIONS**

#### **1. DURATION OF WARRANTIES**

The paint coating warranty, as described above, shall last for a period of 5 years for fade from date of installation. The workmanship warranty described above shall last for a period of 1 year from the date of installation.

#### **2. CONDITIONS OF WARRANTIES**

NO WARRANTIES, EXPRESSED OR IMPLIED, shall apply to Chimney Pots :

- a) In contact with lumber, which has been treated with preservatives or fire resistant salts, regardless whether such treatments are occasioned knowingly or without the knowledge of the buyer, the owner, or any other party. This exclusion includes, but is not limited to, lumber, which has been treated with pentachlorophenol, chromated, copper arsenate salts, creosote, fluor chrome arsenate phenol, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in this exclusion shall be defined as any barrier which prevents the transfer of moisture and salts between the treated lumber and Copper Craft's chimney pots material including 4 mil polyethylene or equivalent durable vapor barrier or solid (non-porous) insulation. No other protective barrier shall be acceptable under this provision without the express written approval of Copper Craft.
- b) That are not properly insulated from any dissimilar metals, contact with the ground, animal wastes, decaying materials or wet absorptive materials.
- c) That are exposed to abnormal atmospheric conditions. This exclusion includes, but is not limited to, contamination from external sources such as manufactured chemicals and salt spray, and internal contamination created by improper ventilation (design or operational defects) or improper housekeeping, as defined by current Midwest Plan Service publications.

#### **3. BUYER'S OBLIGATIONS**

- a) Buyer shall inspect material received from Seller prior to installation so as to mitigate expense involved in repairing, repainting or replacing defective products.
- b) Buyer should inspect and clean the paint surface annually using clean water and a neutral detergent (ph of 7). Records of such cleaning and inspections should be maintained.
- c) Any claim on account of a defect in the product or for any other cause whatsoever shall be deemed WAIVED by Buyer unless written notice thereof is given to Seller within 30 days after discovery of the defect and within the applicable guarantee period. Seller shall be given reasonable opportunity to investigate all claims, and no products shall be returned to Seller without Seller's inspection and approval and receipt by Buyer of written shipping instructions from Seller.
- d) To be effective, Buyer's notice shall include such records as may enable Seller to establish the Copper Craft order number, Copper Craft invoice number, date of shipment by Copper Craft, and the date of installation of the claimed defective product. These records must be duly authenticated, be made in the ordinary course of business, and be contemporaneous with the events noted therein. Buyer shall also

present such evidence that establishes that any claimed defect was due to a breach of the guarantee stated herein.

**4. EXCLUSIVE REMEDY**

- a) If, upon inspection, it is determined to Seller's reasonable satisfaction that the product is defective, Seller shall have the right to either repair, repaint or replace the defective product utilizing such normal materials, methods and workmanship as are needed to fulfill the original performance guarantee but without extending the duration thereof. Seller's liability and Buyer's exclusive remedy under this guarantee shall be limited to repair, repainting or replacement as Seller may elect. In fulfillment of its guarantee, Seller shall in no event be liable to incur costs which exceed Seller's price for the defective product.
- b) Buyer hereby WAIVES all remedies not expressly provided herein including, but not limited to, damages for injury to person or property and incidental and consequential damages for loss of use, revenues, or profit.

**5. EXCLUSION OF WARRANTIES**

- (A) THE WARRANTY DESCRIBED HEREIN SHALL BE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SELLER ALSO DISCLAIMS AND BUYER WAIVES ANY LIABILITY OF SELLER IN TORT, STRICT OR OTHERWISE, OR OTHERWISE IN LAW, FOR DAMAGES, DIRECT OR CONSEQUENTIAL, RESULTING FROM A DEFECT IN DESIGN, MATERIAL, WORKMANSHIP, OR MANUFACTURE, WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE.
- (B) THIS WARRANTY SHALL NOT APPLY IN THE EVENT OF THE OCCURRENCE OF ANY OF THE FOLLOWING CONDITIONS, REGARDLESS WHETHER SUCH CONDITIONS ARE OCCASIONED BY THE NEGLIGENCE OF THE BUYER OR ANY OTHER PARTY:
  - (1) DAMAGE INCURRED IN THE HANDLING OR SHIPMENT OF THE PRODUCT;
  - (2) DAMAGE INCURRED AS A RESULT OF IMPROPER STORAGE OR INSTALLATION;
  - (3) DAMAGE RESULTING FROM PROLONGED MOISTURE CONTACT OR CONTACT WITH CORROSIVES AND/OR SIMILAR MATERIALS;
  - (4) DAMAGE RESULTING FROM EDGE CORROSION OR FAILURE OF THE METAL SUBSTRATE.
- (D) THE WARRANTY DESCRIBED HEREIN IS LIMITED TO THE PRODUCT'S STANDARD EXTERIOR SIDE FINISH.

**6. WHO CAN MAKE A CLAIM UNDER THIS PERFORMANCE GUARANTEE?**

This guarantee extends to the first owner of the building on which the material is installed ("Owner") and is non-transferable and non-assignable. No rights against Seller shall be created by any transfer or assignment. Buyer or its agents or representatives shall not claim, represent or imply that this guarantee extends or is available to parties other than buyer, and to the limit of its legal rights to do so Buyer shall cause any party to cease and desist of any such misrepresentation. This condition shall constitute a material term of this guarantee and its violation by Buyer shall excuse Seller from its obligations hereunder. If the material does not perform as promised in this guarantee, Seller will honor a claim made by Buyer on Owner's behalf. Any claim should sent to Copper Craft 404 E. Dallas Road Grapevine, TX 76051 phone: 800-477-9066

**7. TERMINATION**

Seller reserves the right to terminate this guarantee except with respect to orders which it has already accepted upon the giving of written notice thereof.

**8. MERGER**

Oral statements made by Seller's representatives and written descriptions of the products appearing elsewhere than on the face hereof are not warranties and shall not be relied upon by Buyer. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modification hereof, to be effective, shall be in writing, shall expressly refer to this warranty, and shall be signed by an authorized representative of Seller.

CC-1 11/11 © 2011 Copper Craft Warranty

PROJECT:

ERECTOR:

DATE OF SUBSTANTIAL COMPLETION OF INSTALLATION:

COPPER CRAFT PRODUCT:

COPPER CRAFT ORDER NUMBER:

COPPER CRAFT INVOICE NUMBER:

DATE CHIMNEY POT WAS MANUFACTURED:

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