

## LIMITED LIFETIME MATERIAL AND LABOR WARRANTY

Metals USA Building Products, L.P. (hereinafter referred to as "Metals") warrants that lattice, patio cover, carport and awning components (hereinafter referred to as the "Products") manufactured by Metals will not peel, blister, flake, chip, split, rust or crack, subject to the limitations and conditions listed herein, for the life of the original retail purchaser (steel Products are not warranted against rust and the term "crack" as used herein shall not include minute fracturing of the Products which may occur in proper fabrication of the Products).

This limited lifetime warranty (hereinafter referred to as "Warranty") commences on the completed construction date of the Products on the original purchaser's property. This Warranty remains in effect for as long as the owner(s) of the property to which the Products were originally applied [the "Original Property Owner(s)"] continues to live in and/or own the property. In the event that there is more than one Original Property Owner, this Warranty will remain in effect as long as one of the Original Property Owners is living in and/or owns the property.

This Warranty is TRANSFERABLE by the Original Property Owner(s) to a subsequent owner(s) of the Products during the first ten (10) years of Warranty coverage. In the event of transfer of this warranty, the warranty period shall be ten (10) years from the date of the original installation of the Products and shall only apply to manufacturing defects in the Products.

## NOTICE AND INSPECTION

If you suspect or notice manufacturing defect(s) in your Metals product, notify Metals in writing of the claimed defect(s) within 30 days of discovery of said defect(s), at the following address, 1221 Lamar St., Suite 500, Houston, TX, 77010, Attention Warranty Services. This written notification must include a description of the defect(s) (to the best of your ability), the exact address of the installed Products, plus the work order number, date, and name/address/phone of the contractor who installed the Products. As Metals must have a reasonable opportunity to inspect the Products to confirm the defect(s), do not begin any repairs prior to said inspection. Any repairs or attempted repair made before inspection by Metals may void the terms of this warranty.

## REMEDIES AND PRORATIONS

If, after inspection by Metals, it is determined that said defect(s) is covered by this warranty, Metals shall have one hundred twenty (120) days to deliver to you refinished, repaired or new Products to remedy the defective Products as follows:

- 1) During the first three (3) years of the warranty period, the Products, at Metal's option, will be refinished, repaired or replaced to remedy any defect at no cost to you.
- 2) During years four (4) through ten (10) of the warranty period, the Products, at Metal's option, will be refinished, repaired or replaced to remedy any defect at no cost to you other than labor and shipping.
- 3) From the eleventh year through the remaining lifetime of the warranty period, any defective Product, at Metals' option, will be refinished, repaired or replaced, at a cost to the original buyer of 50% of the current wholesale cost of the defective Product(s). Labor and shipping charges will be the responsibility of the Original Property Owner or proper transferee, as the case may be. This shall be the exclusive remedy for any such defect. Metals, in any event, shall not be liable for any shipping, labor (except during the first three years of the warranty period), removal or installation costs to remedy the defective products. All replacement material is furnished F.O.B. at our nearest Service Center.