



PermaTherm, Inc.

Limited Product Warranty

1. COVERAGE AND WARRANTY PERIOD

PermaTherm, Inc. (“PermaTherm”) warrants to the original purchaser (“Customer”) that its insulated metal panel products (the “Products”) will be free from defects in materials and manufacturing workmanship, and will maintain structural and thermal integrity, under normal use and service for two (2) years from the date of shipment (the “Warranty Period”).

This warranty applies only to Products that have been properly stored, handled, installed, and maintained in strict accordance with PermaTherm’s published guidelines and accepted industry standards.

2. EXCLUSIVE REMEDY

If a Product fails to conform to this warranty during the Warranty Period, PermaTherm’s sole obligation, and Customer’s exclusive remedy, shall be, at PermaTherm’s option:

- repair of the affected Product;
- delivery of a replacement Product; or
- refund of the original purchase price paid for the affected Product.

Any repaired or replacement Product is warranted only for the unexpired portion of the original Warranty Period. PermaTherm’s total aggregate liability shall not exceed the original purchase price paid for the defective Product.

3. EXCLUSIONS FROM COVERAGE

This warranty does not cover damage, failure, or conditions resulting from:

- improper handling, storage, installation, erection, modification, cutting, or finishing;
- structural movement, foundation or framing deficiencies, or building design;
- contact with dissimilar or corrosive materials, standing or ponding water, or improper drainage;

- impact, abrasion, abuse, misuse, neglect, lack of maintenance, or unauthorized repair;
- alterations after shipment, including field painting, coatings, penetrations, or attachments not made in accordance with PermaTherm's written instructions;
- acts of God or force majeure events, including wind, hail, tornado, hurricane, flood, fire, earthquake, or other extraordinary weather or environmental conditions; or
- installer, contractor, or third-party workmanship or design.

No warranty is provided for accessories, fasteners, sealants, coatings, or components not supplied by PermaTherm. Such items are subject solely to the warranties, if any, of their respective manufacturers.

4. OIL CANNING AND COSMETIC CONDITIONS

Oil canning, waviness, minor distortion, and other visual undulations are inherent characteristics of light-gauge metal panels and are not defects. These conditions may result from panel size, color, finish type, thermal movement, structural alignment, fastener placement, or installation practices, and do not impair structural or thermal performance.

Minor cosmetic conditions, including surface irregularities, scratches, or blemishes that do not affect structural or thermal performance, are excluded from this warranty.

5. MINOR SURFACE BLISTERING

Minor surface blistering, pinholing, or irregularities caused by thermal expansion or contraction of entrapped gases or blowing agents are normal characteristics of foam-core panel manufacture. These conditions are cosmetic only and are not defects or grounds for rejection or warranty claim.

6. VISUAL ACCEPTANCE STANDARD

Products shall be evaluated for visual acceptability under normal lighting conditions from a distance of not less than eight (8) feet, or the intended installed viewing distance, whichever is greater. Minor variations in color, gloss, texture, or finish consistency that are normal to coil-coated metals and that do not materially affect structural or thermal performance are not defects.

7. FREIGHT, RISK OF LOSS, AND DELIVERY INSPECTION

When freight is arranged by PermaTherm, PermaTherm bears responsibility for transit damage claims in accordance with the applicable shipping terms stated in the sales documentation.

When freight is arranged by Customer or its designated carrier, title and risk of loss pass to Customer upon loading at PermaTherm's shipping point. Customer is solely responsible for all transit-related claims.

Customer must inspect Products upon delivery and note any visible shipping damage or shortages on the carrier's delivery receipt at the time of delivery. Failure to do so may impair Customer's ability to recover against the carrier.

8. CLAIMS PROCEDURE

To submit a warranty claim, Customer must:

- provide written notice to PermaTherm describing the alleged defect in reasonable detail within thirty (30) days after discovery, and in any event within the Warranty Period; and
- provide PermaTherm reasonable access to inspect the Products in place before any repair, removal, alteration, or replacement.

No claim will be considered if Products have been altered, removed, or repaired prior to PermaTherm's inspection without prior written consent from PermaTherm.

Submit warranty claims in writing to: warranty@permatherm.com | 269 Industrial Park Rd. Monticello, GA 31064

9. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PERMATHERM SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION: LABOR OR EQUIPMENT COSTS; COSTS OF REMOVAL, REINSTALLATION, OR ACCESS; PROJECT DELAYS; LOSS OF USE; LOSS OF PROFITS, REVENUE, OR BUSINESS; OR DAMAGE TO OR LOSS OF ANY BUILDING, CONTENTS, OR OTHER PROPERTY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING

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NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF PERMATHERM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. DISCLAIMER OF OTHER WARRANTIES

This Limited Product Warranty is the sole and exclusive warranty provided by PermaTherm with respect to the Products. Except as expressly set forth herein, PermaTherm makes no other warranties, express or implied, and specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or any warranty arising from course of dealing, usage, or trade practice, to the maximum extent permitted by law.

11. GOVERNING LAW AND GENERAL PROVISIONS

This warranty is governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict-of-laws rules.

No agent, distributor, or contractor has authority to modify or extend this warranty. Any modification must be in a written instrument signed by an authorized officer of PermaTherm.

In the event of a conflict between this warranty and any other statement or document relating to the Products, this Limited Product Warranty controls.