

40 YEAR LIMITED WARRANTY PRE-PAINTED PERSPECTRA PLUS SERIES COATED STEEL

Subject to the obligations, limitations and exclusions set out below, Agway Metals Inc.

(the "Company") warrants that:

For a period of Forty (40) years from the date of delivery, the paint film of Pre-Painted Perspectra Plus Series Galvalume and Galvanized Steel Roofing and Siding Panels sold by the Company (the "Warranted Product") will not crack, blister or peel; and for a period of Thirty (30) years from the date of delivery, the degree of chalking of the Warranted Product will not exceed #8 in vertical applications or #6 in non-vertical applications (in each case measured in accordance with the standard procedures specified in ASTM D4214, Method A), and the colour change of the Warranted Product will not exceed 5 colour units in vertical applications or 8 colour units in non-vertical applications (in each case measured by a colorimeter designed to produce reflectance readings in the Tristimulus Filter System of X, Y and Z, based on the CIE values of illuminant C and measured in Hunter L, a and b units (ASTM D2244) and on clean surfaces (per ASTM D3964)).

Limitations and Exclusions

The foregoing warranties do not apply to damage caused to the Warranted Product by:

Contact with fasteners (the responsibility for the selection of fasteners rests solely with the Buyer);
Steel shavings or minute particles from sawing sparks coming into contact with the Warranted Product;
Edge corrosion or failure of the metal substrate;
Unforeseeable causes beyond the control of the Company including, without limitation, acts of God, falling objects, external forces, earthquakes, floods, tornadoes, tempests or other wind storms, explosions, hail, fire, radiation, riots, civil commotion, vandalism or acts of war;
Handling, shipping, transit, processing, improper storage, installation, prolonged contact with moisture, corrosives or similar materials after delivery;
Abnormal atmospheric conditions, which include, without limitation, corrosive or aggressive atmospheres, corrosive or harmful chemicals (whether in solid, liquid or gaseous form), salt or salt spray, animal excrements or airborne contaminants;
Installation of non-vertical panels if erected in such a manner that the degree of pitch from the horizontal is insufficient to prevent accumulation of free-standing water;
Non-uniform conditions of exposure or use;
Minor or hairline cracking of the Warranted Product;
Minor colour variances between separate orders.

Buyer's Obligations

Buyers shall inspect all Warranted Products for defects immediately upon receipt. Each claim (a "Claim") under this Limited Warranty shall be in writing addressed to the Company at its current address and shall contain sufficient detail to permit the Company to identify the Warranted Products that are the subject of the Claim (including, without limitation, the original invoices). All Claims shall be made within 60 days of such inspection in the case of defects discovered or discoverable upon inspection or, in the case of all other Claims, within 60 days after the defect is discovered or ought reasonably to have been discovered. Buyer shall afford the Company or its agents one or more opportunities, as the Company, acting reasonably, may require, to inspect the Warranted Product that is the subject of a Claim.

Exclusive Remedy

If, after conducting the aforementioned inspections, and subject to the limitations and exclusions set out above and the full performance by the Buyer of its obligations hereunder, the Company determines that the Warranted Product has not performed in accordance with one or more of the foregoing warranties, then the Company will, at its option, refinish or replace the non-conforming Warranted Product to such extent as is necessary to bring such Warranted Product into compliance for the then remaining balance of the applicable warranty period. THIS IS THE SOLE REMEDY OF THE BUYER UNDER THIS LIMITED WARRANTY OR OTHERWISE IN RESPECT OF THE WARRANTED PRODUCTS.

Disclaimer of Warranties and Limitations of Liability

THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES OF THE COMPANY IN CONNECTION WITH THE WARRANTED PRODUCTS; ALL OTHER WARRANTIES AND CONDITIONS (EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE) ARE HEREBY EXCLUDED. THE FOREGOING LIMITATION OF LIABILITY IS A CONDITION OF SALE OF THE WARRANTED PRODUCTS AT THE PRICE PAID BY THE BUYER, AND SHALL APPLY NOTWITHSTANDING ANY DEFECT IN OR FAILURE OF, INCLUDING TOTAL FAILURE OF, ANY WARRANTED PRODUCT.

This Limited Warranty is provided only to the Buyer of Pre-Painted Perspectra Plus Series Coated Steel, or if the Buyer is in the business of reselling the Warranted Product, to the end user, or the owner of any structure in which the Warranted Product is used (collectively, the "Buyer"). This Limited Warranty may not be assigned or transferred. Except in the case of orders already subject to this Limited Warranty, the Company reserves the right to terminate or modify this Limited Warranty.