


MASON CORPORATION
Limited Warranty

This warranty is issued by Mason Corporation and expressly warrants the factory-applied finish noted below for noticeable checking, peeling, and cracking. All terms and conditions set out below are made a part of this warranty.

This warranty _____ **Physical** _____
issued to _____ **Location:** _____
Mason Dealer: _____

As used in the Warranty, the following words shall be ascribed to the respective meanings herein set forth: (A) Customer – The person, firm, or corporation who has contracted with Mason Corporation to whom this Warranty runs. (B) Normal Atmospheric Conditions – This term shall exclude corrosive or aggressive atmospheres, including but not limited to those atmospheric conditions set forth herein. (C) Mason – Mason Corporation. (D) Owner – The owner of the premises or building (s) upon which the Warranty Finish is installed or permanently located. (E) Warranted Finish – The exterior finish noted below, applied to metal formed by Mason in the following Mason part numbers, including the substrate pretreatment and when exposed to normal atmospheric conditions: This Warranty is valid only for the following products and colors:

FINISH TYPE: Baked-on Polyester Enamel **COLOR:** _____

Mason warrants that the Warranted Finish as herein defined will, under normal atmospheric conditions as herein defined, perform during the Warranty Period as follows: (A) CRACKING, CHECKING AND PEELING – Will not crack, check or peel under conditions of ordinary wear as herein defined; however, the term “crack” as used herein shall not include minute fracturing of the Product which may occur in proper fabrication of the afore mentioned shapes. The warranty for chip, crack, split, blister, check, flake or peel does not apply for such crazing and cracking which occurs in tightly roll formed edges, brake bends or embossed areas at the time of such forming or embossing which is deemed in the industry as acceptable and commercial. **STEEL PRODUCTS ARE EXCLUDED FROM THIS WARRANTY.**

If the Warranted Finish fails to perform in accordance with the PERFORMANCE STANDARDS AND TESTS noted above, Mason’s liability under this Warranty will be limited to refinishing or replacing that portion of shapes having a defective Warranted Finish. Refinishing of the Warranted Finish shall be performed by using standard field finishing practices and materials (not necessarily the Warranted Finish) as may be selected by Mason. Refinishing or replacing shall be done only on shapes having a defective Warranted Finish and not necessarily on non-defective shapes. Mason will, in all instances, at its own discretion, determine whether refinishing or replacement is required in order to fulfill its obligation hereunder.

MASON SHALL REPLACE, REPAIR OR REFINISH THE DEFECTIVE WARRANTED FINISH ONLY ONCE HEREUNDER AND THIS WARRANTY OBLIGATION SHALL TERMINATE AS TO ANY SPECIFIC WARRANTED FINISH AT THE TIME OR REPAINTING, REPAIRING OR REPLACING. THIS TERMINATION IS ONLY ON THE REFINISHED OR REPLACED WARRANTED FINISH. THE WARRANTY CONTINUES TO BE IN EFFECT FOR ALL NON-DEFECTIVE SHAPES UNLESS THEY ARE REPAIRED, REFINISHED, OR REPLACED, IN WHICH CASE THE WARRANTY ON THEM TERMINATES. CLAIMS OF DEFECT MUST BE MADE BY THE CUSTOMER IN WRITING TO MASON WITHIN THIRTY (30) DAYS AFTER INITIAL DISCOVERY OF THE DEFECT.

This Warranty shall apply only to the Warranted Finish as herein defined which has been exposed to normal atmospheric conditions, and shall not apply where any failure of the warranted Finish is the result of fire, vandalism, radiation, harmful fumes, foreign substances in the atmosphere including corrosive or aggressive atmospheres, such as those contaminated with chemical fumes or salt spray, mishandling, falling objects, Acts of God, including hurricanes, tornadoes, floods, hail, damage from wind, storm, etc., deliberate damage, riots, civil commotions, acts of war, improper handling by erectors, mechanical damage or any other physical damage.

In addition this warranty shall not apply to any failure of, or damage to, the Warranted Finish as the result of moisture entrapment or other contamination which is detrimental to the Warranted Finish prior to its use by the customer; nor to damage to the Warranted Finish as the result of improper handling, storage, fabrication, shipping processing and/or installation of the coated material by the Customer; nor to any damage to the Warranted finish resulting from the installation thereof in circumstances where it is subjected to continuously generated abrasive forces or continual or periodic submersion in water or any other circumstances where the Warranted Finish would be subjected to continual washing or abrading conditions .

This Warranty shall extend to the Warranted Finish which is installed as an exterior building component anywhere in the Continental United States. Mason shall for a period of 10 years from the date of delivery to the customer, warrant such panels for cracking, checking, and peeling under the terms and conditions stated herein. THE COST OF REFINISHING OR REPLACING SHALL BE PRORATED BETWEEN MASON AND THE OWNER AS FOLLOWS: Mason’s share of such cost shall be 100% during the first year of the warranty period, its percentage share to be decreased at the rate of 5% per year thereafter during the remainder of the warranty period.

In the event of an alleged failure of the Warranted Finish, written notices containing particulars sufficient to identify the customer and PROJECT and also reasonably obtainable information with respect to the time, place and circumstances thereof shall be given by or on behalf of the customer to Mason WITHIN THIRTY (30) DAYS of the detection of such failure. Mason reserves the right to examine and investigate each complaint and to determine the exact cause of any failure.

If the failure of the Warranted Finish is not the result of any act or omission on the part of Mason, then Mason shall have no further obligation. The Customer will arrange and make available for inspection by Mason during normal business hours, complete access to the Warranted Finish in question. The Customer shall further provide any information and personnel having knowledge of, or information pertaining to the CLAIM of alleged failure of the Warranted Finish in question.

Mason will not participate in any CLAIMS or investigation of CLAIMS or pay any CLAIMS until the full contract price for materials furnished is received by Mason.

There are no warranties which extend beyond the description on the face hereof and except as provided herein. MASON MAKES NO WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND/OR MERCHANTABILITY. Mason shall have no liability to any other person, firm, or corporation with respect thereto, including without limitation any liability for indirect, consequential or resultant damage whether based upon breach or Warranty or negligence. The Purchase Order of the customer, the acknowledgment by Mason of such Purchase Order, or Mason product literature, promotional material or advertising shall in no way affect, alter, or modify any of the Terms or Conditions of this Warranty.

The Terms and Conditions of the Warranty constitute the entire agreement and understanding between Mason and the customer in respect to the Warranted Finish on the PROJECT noted on the face of the Warranty document. None of the Terms and Conditions of the Warranty may be modified by either party unless done so in writing. Authorization of modification by Mason must be by a Corporate officer.

If any of the Terms, Conditions, or Limitations of this Warranty are violated by the Customer or Owner, then the Terms, Conditions and Provisions are absolutely void and of no legal effect.

Mason Invoice #: _____ **Invoice Date:** _____ **Installation Date:** _____

Warranty For:

Patio Covers/Carports/Awnings

IMPORTANT: Cut on dotted line above and complete in full the lower portion of this card. Card must be signed by the dealer and the buyer, and returned to **MASON CORPORATION within 30 days of installation.**

Dealer Name: _____ OWNER NAME: _____

Dealer Address: _____ OWNER ADDRESS: _____

City, State, Zip: _____ CITY, STATE, ZIP: _____

Mason Invoice #: _____ DAY PHONE NO.: _____

Mason Invoice Date: _____ NIGHT PHONE NO.: _____

I understand this certificate sets forth the complete warranty by MASON CORPORATION.

Installation Date: _____ **Signature of Dealer:** _____

Signature of Purchaser: _____