

**30-YEAR KYNAR® FINISH WARRANTY (NON CUSTOM PAINTED)**

**\*\*EXCLUDES: MILL FINISH, CLEAR ANODIZED AND ANY CUSTOM PAINTED MATERIALS**

Subject to the conditions set forth below, Metal-Era, Inc. warrants its coil coated Kynar 500® PVDF resin-based coating or finish material to perform as follows in normal atmospheric conditions (which term excludes corrosive aggressive atmospheres such as those contaminated with chemical fumes or salt spray) when utilized as building covering for vertical and non vertical surfaces of architectural building components during the term of this warranty:

- A. Peel, check or crack (expect for such slight crazing or cracking as may occur on tightly roll-formed edges or brake bends at the time of forming pre painted sheet and which is accepted as standard or spangle cracking of the zinc layer in the case of galvanized steel) for a period of thirty (30) years Vertical, thirty (30) years Non-vertical.
- B. (1) Chalk in excess of a numerical rating of vertical eight (8), Non-Vertical (8) when measured in accordance with the standard procedure as defined by the "Standard Methods of Evaluating Degree of Chalking of Exterior Paints," ASTM D 4214-89 or
- (2) Fade\* or change in color in excess of Vertical five (5), Non Vertical five (5) color difference units, measured on the exposed surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements. \*( As tested in the ASTM D 2244-93 3.7.1 and 3.8.4)

The warranties made in this Section "B" shall extend for the shorter of the following periods:

- (a) Vertical thirty (30) years (360 months) Non-vertical thirty (30) years (360 months) from the installation of the coated metal with the Product as the exterior surface of a building.

To \_\_\_\_\_  
(Customer Name) who shall be identified as "Purchaser".

Job Name:

Building Address:

City, State, Zip:

Color/Gauge: .

**This warranty is subject to the following conditions:**

1. This warranty is made for the benefit of Purchaser only. This warranty is non-transferable and non assignable, and Metal-Era, Inc. precludes original Purchaser from claiming, representing or implying that this warranty extends to or is available to anyone other than original Purchaser. This condition shall constitute a material term of this warranty and its violation by Purchaser or its agents or representatives shall release Metal-Era, Inc. from its obligations hereunder.
2. This warranty shall extend only to colors approved by Metal-Era Inc.
3. Any repaired, repainted or replacement panel supplied under this warranty shall be warranted as provided herein only for the remainder of the warranty period applicable to the original panel purchased.
4. This warranty covers only building panels and accessories which are exposed to normal weather conditions and used exclusively within the continental United States, and will be extended to other geographic areas only upon written advance consent by Metal-Era, Inc. Normal weather conditions exclude corrosive atmospheric conditions such as those contaminated with chemical fumes, direct salt spray, or surface temperatures that exceed 200 degrees Fahrenheit, or sand abrasions.
5. This warranty expressly excludes any defect, damage or failure which is caused by Acts of God, falling objects external forces, explosion, fire, riot, civic commotion, acts of war, vandalism, radicalism, mishandling, or any similar or dissimilar occurrences beyond Metal-Era, Inc.'s control.
6. Any failure caused by improper handling by "Purchaser," including, but not limited to, improper equipment fabrication, storage, transportation, erection or placement or FAILURE TO IMMEDIATELY REMOVE STRIPPABLE PROTECTIVE COATING, SHALL IN NO MANNER BE THE LIABILITY OF METAL-ERA, INC. Ferrous or non-ferrous shavings or drills will rust or stain finish; failure to remove same immediately shall be in no manner the liability of Metal-Era, Inc.
7. In the event a panel or panels herein warranted by Metal-Era, Inc. is determined by Metal-Era, Inc. to be not in compliance with this warranty, then Metal-Era, Inc. shall have the absolute discretion to either repaint or replace the panel or panels. Any and all refinishing work so performed in compliance with this warranty shall be performed by using any standard finishing practices and materials. Further, Metal-Era, Inc. herewith reserves the right to approve and/or negotiate any contract for any such work not performed by Metal-Era, Inc.
8. It is understood and agreed that Metal-Era, Inc.'s liability herein, whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed the repair or replacement of the panel or panels or the costs of the purchase price paid by the purchaser and under no circumstances shall Metal-Era, Inc. be liable for special, indirect, or consequential damages.
9. All claims made under this warranty must be made to Metal-Era, Inc. in writing within thirty (30) days after "Purchaser" discovers the subject defect, or should have reasonably discovered the defect and Metal-Era, Inc. must be given a reasonable

opportunity to inspect any material claimed to be defective. Each claim shall include the order number, date of shipment and date of installation of the allegedly defective panel. The seller shall provide a standard claim form, which must be filled out and returned with any defect. Upon determination by Metal-Era, Inc. that a claimed failure or defect is subject to the terms of the warranty, the "Purchaser" shall obtain two (2) competitive bids for both repairing/replacing the defective panel or accessory. Metal-Era, Inc. shall have the right to obtain additional bids at its sole cost. If Metal-Era, Inc. elects to have any repair or replacement performed pursuant to any such bid, rather than repairing and replacing the material itself in the event a defect covered by this warranty is confirmed, Metal-Era, Inc. shall pay "Purchaser" the full amount of such bid, after receiving a written release from "Purchaser" of further claims concerning the specific complained condition. As a condition of this warranty the "Purchaser" agrees to "render friendly assistance" during the claim processing period.

10. This warranty will be effective only if normal maintenance and cleaning practices are followed in maintaining and cleaning dirt, salt accumulation and other foreign matter from the coated metal.
11. This warranty will not extend to or cover damage to the coating occasioned by moisture, condensation or other contamination resulting from improper storage, improper packaging, improper handling, improper shipping, improper processing and/or installation of any of the covered materials by parties other than Metal-Era, Inc. or damages as a result of standing water in a non vertical application.
12. "Purchaser" shall maintain adequate records to establish identification of any covered material and the dates of receipt and installation of the same. In the event of a claim under this warranty, "Purchaser" shall demonstrate that the alleged defect or condition covered by this warranty was due to a breach of the warranty stated herein.
13. Metal-Era, Inc. reserves the right to terminate this warranty program at any time upon thirty (30) days advance written notice, addressed to "Purchaser" except with respect to any material which has already been shipped to "Purchaser."
14. All records and/or samples the "Purchaser" is required to prepare and/or maintain under the terms of this warranty shall be retained by "Purchaser" for the warranty period applicable to the subject material, and in the event of a claim hereunder, Metal-Era, Inc. shall have the right to inspect such records and/or samples.
15. For purposes of determining whether an exposed sheet meets standards set forth herein, all chalk dirt and other film deposits on the area of the sheet to be tested for color must be removed by washing prior to evaluation. To wash the test area, use a pad 28/24-mesh cheesecloth. Cover an area of the sheet approximately 4 inches by 4 inches. Care must be taken to avoid any scratching, burnishing or other physical alteration of the surfaces. After washing as described above, flush off the test area with distilled water and allow to air dry. Tests shall be performed by Metal-Era, Inc. and the Valspar Corporation.
16. All notices given under or pursuant to this agreement shall be in writing and sent by registered mail, postage prepaid, return receipt requested, to the party to whom such notice is to be given, as follows:
  - (a) Metal-Era, Inc.
  - (b) 1600 Airport Rd
  - (c) Waukesha WI 53188
  - (d) All such notices when deposited in U.S. Mail as set forth shall be considered served when so deposited.
17. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on Metal-Era, Inc. unless made in writing and signed by its authorized representative.
18. "Purchaser" understands, agrees and accepts this warranty. Such acceptance shall be indicated by signing and returning a copy of this document to Metal-Era, Inc.
19. The language in this warranty is specific. Unless the same is executed by the Buyer and returned to the Seller, the warranty is ineffective.
20. **MERGER CLAUSE.** It is further agreed that there are no understandings, agreements or representations, expressed or implied, not specified herein respecting this warranty and terms mentioned and this instrument contains the entire agreement between the parties and is binding upon both parties. Further, the seller's salesman may have made oral statements about the merchandise described in this contract. Such statements do not constitute warranties, shall not be relied on by the buyer and are not part of the contract for sale or warranty. The entire warranty is embodied in this writing.
21. **DISCLAIMER OF UNSTATED WARRANTIES.** The warranty printed above is the only warranty applicable of this purchase. All other warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, are disclaimed.
22. **LIMITATION OF LIABILITY.** It is understood and agreed the seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise shall not exceed the repair or replacement of the product or the amount of the purchase price paid by purchaser and under no circumstances shall seller be liable for special, indirect or consequential damages. The price stated for the product is consideration in limiting seller's liability. No action, regardless of form, arising out of the transactions under this agreement may be brought by purchaser more than one year after the cause of action has accrued.
23. **ACTIVATION.** In order to segregate and maintain for the extended period of time covered by this warranty, the records and lot samples necessary to enable seller to trace the various components manufactured for any defects alleged, seller requires that buyer, within 90 days from the effective date of this warranty, must indicate the desire to be covered hereunder, and activate it by a dated execution in the space provided herein and mailing such executed copy to seller. Material must be paid in full prior to activation. It is a condition precedent to the filing of a claim under this warranty that buyer prove compliance with this requirement.

\*Kynar 500® is a registered trademark belonging to Arkema Inc.

THANK YOU FOR USING METAL-ERA, INC. Ship Date: \_\_\_\_\_