

40 YEAR

LIMITED PAINT WARRANTY

Durapon70® PVDF



METALLION INDUSTRIES

Your Metal Roofing, Siding & Building Supplier

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Metallion Industries, Inc. warrants to CUSTOMER that the Durapon70® PVDF Coil Coating System, including primer and backer, when applied over properly leant and chemically treated Aluminum, Hot Dipped Galvanized Steel, and Aluminum-Zinc coated steel in accordance with Dura Coat Products Inc. application and product data sheets, will not under normal atmospheric conditions, in the United States and Canada:

- A) Crack, Check, or Peel for a period of (40) forty years from date of installation (except for such crazing that may occur on tightly roll-formed edges and brake bends
- B) Chalk in excess of a numerical rating of (8) eight for a period of (30) thirty years from date of installation when measured in accordance with the standard procedures outlined in ASTM D-4214 on vertical (sidewall) surfaces. On horizontal application (roofing), chalk will not exceed a numerical rating of (6) six.
- C) Fade or change color in excess of (5) five Delta E (Hunter) units for a period of (30) thirty years from date of installation when calculated in accordance with ASTM D-2244. The color change shall be measured on an exposed painted surface cleaned of surface soils and oxidation (chalk), and the corresponding values then measured on the original or exposed painted surfaces. It is understood that fading or color change may not be uniform if the surfaces are not equally exposed to the sun and elements.

THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) This warranty is restricted to failures resulting from normal weathering and does not include coating failures caused by scratches, scrapes, or any other unnatural damage including improperly formed, fabricated, or embossed material. Metallion Industries accepts no liability for damages caused by acts of God, radiation, falling objects, explosions, or other external forces beyond Metallion Industries' control. This warranty does not cover any kind of substrate corrosion at the cut edges of a building panel.
- 2) Metallion Industries does not accept damage to the Product occasioned by moisture or other contamination detrimental to the Product attributable to improper storage prior to installation, damage to the Product occasioned by condensation attributable to improper packaging, handling, shipping, processing, and or installation, and does not cover paint film failure due to the failure of the substrate.
- 3) This warranty excludes failures caused by standing water, and direct exposure to corrosive and aggressive atmospheres including animal waste products. This warranty does not cover failure due to salt spray corrosion.
- 4) Metallion Industries' responsibility liability is limited and extends only to the direct cost of refinishing or replacing failed coated substrate and in no event shall Metallion Industries' liability exceed the original unit price of the coated metal panels, trim, and flashing. Metallion Industries cannot accept liability for loss or damage to other property or equipment, loss of profits or sales, or any other claims relative to standard business interruption, or any other incidental or consequential damages.
- 5) Metallion Industries reserves the right to establish whether repainting or replacing material is required and to approve and participate in the negotiation of any subcontracted material replacement, installation, or refinishing. After replacement or re-finishing, the repaired area will be considered installed as of the original project installation date for the purpose of the application of this warranty. This warranty will be in effect for the remainder of the warranty period applicable to the metal originally coated.
- 6) Claims under this warranty must be submitted in writing within (45) forty-five days of discovery of the warranted performance failure. Upon review, Metallion Industries may, at its discretion, choose to remediate said claim under the terms and conditions outlined in the warranty document or inspect the project. Metallion Industries also reserves the right to solely evaluate and determine its obligation under the terms and conditions of this limited warranty.
- 7) CUSTOMER shall maintain, or have access to, adequate records to identify the coil coater, coil numbers, product identification and date of installation. In the event of a claim, Metallion Industries reserves the right to inspect all records mentioned above.
- 8) This warranty is extended to CUSTOMER alone at the purchase of the coating system and shall not inure to the benefit of any other party. This warranty is non-transferable and non-assignable by CUSTOMER, and CUSTOMER shall not permit its agents, representatives, customers, distributors, applicators, or contractors to claim, represent, or imply that this warranty extends to or is available to anyone other than CUSTOMER.
- 9) Metallion Industries reserves the right to terminate this warranty at any time upon (30) thirty days advance notice, except with respect to any Product which has already been shipped to CUSTOMER
- 10) This limited warranty supersedes any and all other warranties of performance, expressed or implied, by Metallion Industries. Any modifications, additions, or adjustments made to this warranty must be officially added as a signed written amendment.
- 11) This limited warranty shall be governed by and interpreted in accordance with the laws of the State of Oregon.
- 12) Metallion Industries and CUSTOMER have signed this Agreement as of the date set forth below. This agreement is not in effect unless CUSTOMER counter signs and returns the warranty within (30) thirty days of Metallion Industries signing this agreement.

Customer Name

Site Address

Customer's Signature

Date

Panel type & color

Steel production mill

Paint manufacturer

Invoice Number

Metallion Owner's Signature

Date