



Limited 35 Year CoolSource® PVDF "Paint" Warranty

AZ 50 Galvalume®, G90 Galvanized, or Aluminum

EXCLUSIVE WARRANTY

This Warranty, (collectively, the "Warranty" is issued by OneSource Coil Coaters, LLC. (hereinafter referred to as OCC), to the customer identified in this certificate, (hereinafter referred to as "Customer") and applies to the finish on AZ50 Galvalume® or Aluminum flat sheet and coil products (hereinafter referred to as the "Product") with PVDF based coatings consisting of Kynar 500® or Hylar® resin (hereinafter referred to as the "Coating") if erected anywhere within the Continental United States including Alaska, Hawaii and Canada.

Subject to the provisions contained herein, OCC warrants that during the Warranty Period, OCC's Coatings will not chip, crack, peel, flake or check (except for such slight crazing or cracking as may occur on tightly roll-formed edges or break bends at the time of roll forming or other fabrication of pre-painted sheet or coil and which is accepted in the industry as standard). Subject to the provisions contained herein, OCC warrants that for twenty five (25) years, when installed vertically or not more than eighty-six (86") from the vertical, the Coating will not chalk in excess of ASTM D-4214-89 method 0659 number eight (8) rating, or change color more than Five (5.0) Hunter BE units as determined by ASTM method 0-2244-2.

Color change will be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed surface. 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 does not apply to circumstances beyond OCC's control, including:

- A. Fire or other casualty or physical damage;
- B. Unusual harmful fumes, foreign substances in the atmosphere or standing water
- C. Improper treatment of or defects in the metal or in the fabrication;
- D. Intermittent or continual submersion in water or any other liquid or solid material;
- E. Damage from wind, deliberate damage, improper handling by erectors; and
- F. Mishandled Products, e.g., ANY PRODUCT WHICH HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED, OR STORED CONTRARY TO OUR INSTRUCTIONS.
- G. Stored or installed in a way that allows for poor air circulation, contact with animals or animal waste.
- H. Embossing that fractures or severely stretches the film (i.e. film is diminished at the point of emboss by greater than 0.20 mils).

This Warranty does not cover damage or deterioration resulting from moisture contamination or entrapment or any other contamination detrimental to the coating, which occurs prior to installation of the Products, including, without limitation, contamination occurring during shipment of the Product to the jobsite or during storage at the jobsite. This Warranty does not cover failure due to corrosion of substrate. Other OCC warranties address corrosion issues.

All Warranty work will be performed by OCC or any company, dealer, contractor, applicator, or distributor selected by OCC. Since there may be a color variance between the replacement or repainted Product and the originally installed product due to normal weathering (i.e. exposure to sunlight and extremes of temperature and weather) of the originally installed Products, this condition shall not be indicative of a defect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OCC'S LIABILITY SHALL NOT EXCEED THE LESSER OF THE FOLLOWING: (A) THE CUSTOMER'S LIABILITY DIRECTLY ATTRIBUTABLE TO A BREACH OF THIS WARRANTY, OR (B) THE REFINISHING OR REPLACEMENT OF THE FAILED COATED MATERIAL, OR AT OCC'S OPTION, REFUND OF THE PURCHASE PRICE WHICH SHALL NOT EXCEED AN AMOUNT EQUAL TO ONE-HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO OCC BY THE CUSTOMER FOR THE PURCHASE OF THE DEFECTIVE PRODUCT. OCC SHALL NOT BE LIABLE FOR INJURY TO PROPERTY OTHER THAN THE FLAT SHEET AND/OR COIL PRODUCTS COATED WITH FLUOROCARBON PAINT SYSTEMS, IN THE CONDITION AND AS PURCHASED BY CUSTOMER FROM OCC. OCC IN ALL INSTANCES SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO DETERMINE WHETHER OR NOT REFINISHING OR REPLACEMENT OF THE FAILED AREAS IS REQUIRED, AND TO FULFILL ITS OBLIGATIONS UNDER THE WARRANTY. OCC RESERVES THE RIGHT TO NEGOTIATE AND APPROVE ANY FINAL CONTRACT LET FOR REFINISHING AND REPLACEMENT AS THE CASE MAY BE.

This Warranty applies only to products manufactured by the customer within six (6) months from shipment thereof by OCC.

Claims under this Warranty must be presented by the customer to OCC in writing during the warranty period and within thirty (30) days after Customer becomes aware that any warranted condition has occurred. Time is of the essence and failure to give notice within the specified time shall discharge OCC from any obligations under this Warranty. OCC must be given a reasonable opportunity to do an on-site inspection to determine if there is a coating failure.

The substantive law of the State of Florida shall exclusively govern the rights and duties of the parties under this Agreement. Any controversy or claim arising out of or related to this Warranty, or the breach thereof, shall be brought before a court of competent jurisdiction in Pinellas County, Florida.

Customer acknowledges that OCC is not the manufacturer of either the metal or the coating warranted herein and agrees that all issues arising from or related to the exceptions set forth herein shall be determined finally and conclusively as to the Customer, by the original manufacturer.

Due to pigment limitations, Regal Red, Matte Black, and US Antique Black are covered by a number eight (8) rating for chalk and five (5) BE units for fade for a period of ten (10) years from installation. Copper and other metallic colors have no rating available for color change.

This Warranty applies solely to OCC "inventoried stock" colors. Custom matched colors and non-inventoried items may have different Warranty terms, or not be warranted.

For this Warranty to apply, the Customer must retain certain records. In order OCC to process a claim, we will need to be told the original coil lot number.

THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES ARE MADE, AND ANY SUCH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. CUSTOMER WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST THE SELLER, AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF OCC. OCC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. OCC HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY.

This limited Warranty is extended to Customer as the original purchaser from OCC and is non-transferable and non-assignable, and may not be enlarged in its scope by any representative, sales person, agent or other employee OCC. No rights against OCC shall be created by any purported transfer or assignment. This provision is a material term of this Warranty and its violation or breach by Customer or any of Customer's agents or representatives shall void and cancel this Warranty for all purposes.

THE LIABILITY OF THE SELLER SHALL NOT EXTEND TO PERSONAL INJURY. PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY SHEET TO CONFORM TO THE PROVISIONS OF THIS LIMITED WARRANTY.

OCC SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PANEL OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE TO ANYONE BY REASON OF THE FACT THAT SUCH PANELS SHALL HAVE BEEN DEFECTIVE.

Effective Date: April 1, 2010
Supersedes: November 1, 2009