

## FLUROPON® COASTAL LIMITED WARRANTY

### EXCLUSIVE WARRANTY

This warranty, (collectively, the "Warranty") is issued by Spectra Metal Sales, Inc. (hereinafter referred to as "Spectra" or "Seller"), to the customer identified in this certificate, (hereinafter referred to as "Customer") and applies to the finish on Aluminum Coil Products (hereinafter referred to as "Fluropón® Coastal") with PVDF based coating consisting of Kynar 500 or Hylar 5000 resin (hereinafter referred to as the "Coating") if erected anywhere within the Continental United States, Alaska and Canada.

1. Subject to the provisions contained herein, Seller warrants that during Twenty-five (25) Year Warranty Period, Seller Spectra TRUECOAT™ stock coatings will not crack, flake, or peel (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Minute fracturing, which may occur in proper fabrication of the building parts, is not a covered Warranty Condition. Failure due to substrate or corrosion is not a covered Warranty Condition. Subject to the provisions contained herein, Seller, warrants that for Twenty-Five (25) years from the date of installation of the panels, Fluropón® Coastal: (a.) the coating will not chalk in the excess of ASTM D-4214 method A Number Eight (8) rating when properly maintained, and (b.) change color more than Five (5) Hunter delta-E units as determined by ASTM D-2244. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and corresponding values measured on the original or unexposed painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and Spectra does not warrant that color changes will be uniform.
2. If a warranty condition occurs and the other requirements of this Warranty are met, Spectra will supply you with the following warranty benefits:

Spectra will replace coil material reasonably necessary to repaint, repair or replace, at our option, the metal panel area showing the Warranty Conditions. The Warranty Benefits shall not exceed (100%) of original purchase price of the affected metal coil (not including any accessories or attachments) or the remedy provided in any other warranty provided to the building owner, whichever is less, even if our limited warranty fails of its essential purpose. This Warranty will continue to apply to any metal panels that were repainted, repaired, or replaced due to a Warranty Condition, but only for the unexpired portion of the Warranty period applicable to the original part.

3. Spectra cannot control the circumstances of application. Therefore, this Limited Warranty applies only when Fluropón® Coastal coil coatings are properly applied (according to the application instructions in Valspar's then-current Technical Data Sheet) to a properly pre-treated and primed Aluminum that is fabricated into commercial or industrial building parts. Valspar and Spectra do not warrant the use of Fluropón® Coastal coil coatings with non-Valspar coatings. Warranty Benefits are available only for all- Valspar coating systems. Also, because some colors may not meet Valspar standards, Spectra will inform you in writing at the time of color matching if the color you have selected is not an approved color.
4. To receive Warranty benefits for a Warranty Condition, you must:
  - a. Send written notice of the Warranty Condition within thirty days of the appearance of any detectable defect

- to: Vice President of Operations, Spectra Metal Sales
- b. Provide access to the affected panels and site.
- c. Assist us as necessary in determining the exact cause of failure.
- d. Provide such documentation as we shall request to confirm the Warranty Condition, including records sufficient to identify the batch number and the application date of the Fluropón® Coastal coating involved; and production records and quality control records from your Spectra showing compliance with Valspar application specifications and the results of tests required by those specifications.
5. Spectra is not responsible and provides no Warranty Benefits, for any damage or condition resulting from circumstances beyond our control, including the following:
  - a. Acts of God, falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond Valspar's and Spectra's control.
  - b. Harmful fumes or foreign substances in the atmosphere, or salt spray.
  - c. Fluropón® Coastal has been installed beyond the water's edge;
  - d. Failure to apply Fluropón® Coastal coil coatings in accordance with our specifications and instructions as outlined on our then-current published technical data sheets;
  - e. Improper treatment or defects in the substrate metal or in its fabrication, or embossing. Any corrosion or loss of adhesion as a result of the embossing process.
  - f. Significant differences in insulation below coated metal panel;
  - g. Fluropón® Coastal which has been damaged due to moisture entrapment in coils and/or bundles during transit or storage which has been stored or installed in such a way that allows standing water on the coating;
  - h. Failures or damage resulting from corrosion at cut/bare edges or failure of the metal substrate;
  - i. Development of any other condition between the coating and the substrate which causes the coating to degrade or delaminate, including any failure or deficiency in the cleaning process or pretreatment;
  - j. Fluropón® Coastal that has been stored/installed in such a way that allows contact with animals or animal waste.
  - k. Mishandling of Fluropón® Coastal or any substrate coated with it, including abuse, alteration, modification, improper use, storage;
  - l. Where materials / items such as snow guards and solar panels are attached / adhered to the product;
6. The building owner shall perform a "sweet water" / fresh tap water rinse twice a year, or more frequent, to avoid salt residue accumulation in accordance with AAMA 610.1.1979. The product must not be cleaned with abrasive or chemical cleaners. The building owner shall maintain records of the maintenance.
7. If chrome free pretreatment is used, warranty for adhesion must be validated by sample of testing of production material. Material must pass AAMA 2605 sec. 8.4.1.4 Boiling Water Adhesion. Following topcoat application, a sample must undergo a twenty (20) minute boiling water immersion crosshatch; sample within 5 minutes of removal from the boiling water/evaluate adhesion in the cross hatched area per AAMA sec. 8.4.1.2 Tape Pull-Off (ASTM D3359 Method B)/Result must be 5B, no tape off. Use of chrome free pretreatment with Galvalume voids warranty.

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8. This Warranty applies only to building parts installed on buildings within the Continental United States, Alaska and Canada. This Warranty will automatically expire upon any change or transfer of ownership of the property on which the metal coated with Fluropo<sup>®</sup> Coastal is originally installed.
9. This is our only warranty concerning Fluropo<sup>®</sup> Coil Coatings. Except for this Warranty, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR FREEDOM FROM PATENT INFRINGEMENT. VALSPAR WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. We have no other liability with respect to Fluropo<sup>®</sup> coil coatings, whether based on warranty, negligence, or any other legal theory.
10. This warranty applies only to product manufactured by the customer within six (6) months from the shipment thereof by Spectra.
11. Customer acknowledges that Spectra is not the manufacturer of paint materials 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 Customer, by the original manufacturer Valspar.
12. Due to pigment limitations, Regal Red, Regal Blue and Matte Black are covered by a number Eight (8) rating for chalk and Five (5) Hunter delta-units for fade for a period of Ten (10) years from installation. Copper and all other metallic colors have no rating available for color change and are therefore not warranted for chalk and fade.
13. This Warranty applies solely to Spectra "inventoried stock" colors as listed on then-current official Spectra TrueCoat™ Color Cards. Custom matched colors and non-inventoried times many have different Warranty terms, or not be warranted.
14. This is our complete warranty. It lists all of Spectra's obligations regarding Fluropo<sup>®</sup> Coastal coil coatings purchased by you on or after the effective date shown below. It is only for your benefit and you may not assign it to any other person or entity. Spectra makes no warranty to your customers, and is not responsible for any warranty you choose to provide to your customers concerning the performance of Fluropo<sup>®</sup> Coastal coil coatings. Spectra may change or discontinue this Warranty by providing you with 30 days advance written notice. Any changes will apply only to Fluropo<sup>®</sup> Coastal coil coatings sold to you after the notice period expires. The laws of the State of Florida shall exclusively govern the rights and duties of the parties to this Warranty. 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 Clearwater, FL under the substantive and procedural laws of the State of Florida.
15. THIS WARRANTY IS GIVEN AS THE SOLE AND EXCLUSIVE WARRANTY AND EXLUSIVE REMEDY BY OR AGAINST SELLER, AND NOT 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 THAT 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 DISCLAIMER IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF SELLER. SELLER SHALL NOT BE LIABLE FOR ANY SPEICAL INCIDENTAL OR CONSEQUENTIAL DAMAGES. SELLER HEREBY

DISCLAIMS ALL LIBILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY THIS WARRANTY IS EXTENDED TO CUSTOMER ALONE AND NO OTHERS, IS NON-TRANSFERRABLE AND NON-ASSIGNABLE, AND MAY NOT BE ENLARGED IN ITS SCOPE BY REPRESENTATIVE, SALES FORCE, AGENT OR OTHER EMPLOYEE OF SELLER. THE CUSTOMER SHALL NOT PERMIT ANYONE TO CLAIM OR IMPLY THAT THIS WARRANTY EXTENDS OR CAN BE "PASSED THROUGH" TO ANYONE OTHER THAN THE CUSTOMER. 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 SELLER SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF THE PRODUCT OR COATING TO CONFORM WITH THE PROVISIONS OF THIS LIMITED WARRANTY.

SELLER SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY ACTIONS, CLAIMS, AND CAUSES OF ACTION, DAMAGES, EXPENSES AND/OR LIABILITIES ARISING FROM OR RELATED TO THE DESIGN. USE OR FAILURE OF THE PRODUCT OR COATING, FOR THE INTERRUPTION OF THE CUSTOMER'S OPERATIONS OR BUSINESS, FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PRODUCT OR COATING OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL, DAMAGES WHATSOEVER OR LOSS OF PROFIT OR OTHER FINANCIAL LOSS ARISING OUT OF THE USE OR FAILURE OF THE PRODUCT OR COATING, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSE, LOSS AND/OR LIABILITIES, WHETHER ARISING FROM BREACH OR CONTRACT, BREACH OF WARRANTY, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE TO ANYONE BY REASON OF THE FACT THAT SUCH PRODUCT OR COATING SHALL HAVE BEEN DEFECTIVE.

SIGNATURE:

This warranty is not valid unless signed by an authorized officer or agent of Spectra Metal Sales, Inc.

Spectra Metal Sales, Inc.

By:

Name Printed: Todd Snell

Title: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Customer: \_\_\_\_\_

Address: \_\_\_\_\_

Contact and Phone: \_\_\_\_\_

Spectra Coil Color: \_\_\_\_\_

Spectra Lot #'s: \_\_\_\_\_

Project Installer: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_