

40 YEAR LIMITED PAINT WARRANTY



UNION CORRUGATING COMPANY ("Union") extends the following limited warranty to Buyer for Warranted Finish used to coat coils of metal fabricated into prepainted metal building components. It applies only to goods used on wood frame buildings and on architectural, commercial, pre-engineered or residential buildings, which are installed in the United States, Canada and Mexico.

SECTION A - TERMS AND CONDITIONS:

Although it is recognized by UNION CORRUGATING and Buyer that most coatings, including warranted finish will fade and change in appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, Union warrants that the goods covered by this warranty will resist natural weathering to the extent that they will conform to the performance standards listed below during a period of 40 years after coating for film integrity and a period of 30 years after coating for both chalking and color change, provided that all conditions of this warranty are first met. Provisions (1) through (3) below apply to buildings installed north of the 15° parallel of latitude in the Northern Hemisphere. Only provision (1) applies to buildings installed south of this latitude:

1. Warranted Finish will not peel, crack, check, or flake to an extent that is apparent on ordinary outdoor visual observation; and
2. Vertical installations of Warranted Finish will not change color more than 5 NBS (Hunter) units, and non-vertical installation will not change color more than 7 NBS (Hunter) units following field installation. Color measurements are to be made per ASTM D 2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D 3964; and
3. Vertical installations of Warranted Finish will not chalk more than a number 8 rating, and non-vertical installations will not chalk more than a number 6 rating, when measured per ASTM D-4214, Method A.
4. This limited warranty applies only to paint which is applied to first quality Galvalume™ or Galvanized Steel.

EXCEPTIONS:

This is an anti-weathering limited warranty and does not apply to other causes of degradation, including:

1. Warranted Finish which has suffered scratching or abrasion or impact by a hard object; has been abused, altered, modified, used in a manner not originally intended or stored contrary to instructions of UNION CORRUGATING, or good industry practice; is damaged due to moisture entrapment during transit or storage; is stored or installed in a way which allows for standing water on the coating or in any chemically aggressive environment containing fumes, ash, cement dust, carbon black, salts or other chemicals, whether naturally occurring or caused by man; is stored or installed in an environment that includes a high degree of humidity, sand, dirt, or grease, whether naturally occurring or caused by man; is stored or installed in a way which allows contact with animals and/or animal waste or its decomposition products; is stored or installed in an area, or in such a way, that damage can occur due to poor air circulation; is stored or installed in areas which are subject to fallout from copper, lead, nickel or silver mining or refining operations; has suffered any damage caused by acts of God, radiation, falling objects, explosion, fire, riots, civil commotions, acts of war or other external forces;
2. Warranted Finish which suffers from cut edge exposure; corrosion of the substrate; or the 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;
3. Warranted Finish which is installed within 1000 meters of a salt water or other marine environment, except in cases where the building owner provides documentation of annual maintenance of the coated surfaces, (including an annual "sweet water" [fresh tap water] rinse, in accordance with AAMA610.1.1079), in which case warranty coverage for color change and chalk [Section C: Terms (2) and (3)] remains in effect. Written documentation records must be kept by the building owner according to AAMA610.1.1979 annual sweet water wash or the warranty becomes void.
4. Union Corrugating Company products with a gray backer or which are identified as "#2" or as "seconds" on a Union Corrugating Company invoice are not warranted.

SECTION B - DISCLAIMER OF OTHER WARRANTIES:

THE LIMITED WARRANTY DESCRIBED IN THIS DOCUMENT SHALL BE IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION C - REMEDY FOR CLAIMS:

Buyer's remedy for any breach of this warranty by Union is recovery of all or part of the cost of materials to replace or refinish, at Union's option, the defective portion of the field installation as set forth in the allocation schedule below. Buyer shall be liable to Union and any other third parties for all installation or other labor charges in connection with any replacement or refinishing.

UNION SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INSTALLATION, LABOR, OR OTHER COSTS. Refinishing shall be done in accordance with standard industry practice to provide a uniformed appearance with the remainder of the installation. After replacement or refinishing, the repaired area shall be deemed to have been installed as of the original installation date for purposes of the application of this warranty to the repaired area.

Buyer must provide Union with at least two competitive bids for replacement or refinishing of materials, whichever is elected by Union. Union may authorize Buyer to proceed under one of the bids and will pay Buyer its share of the approved bid price upon receipt of a full and final release of Union from any further liability for the failure under repair. Union also reserves the right to reject those bids and to call for the materials of any party to make repairs.

SECTION D - LIMITATIONS OF REMEDIES:

THE PARTIES AGREE THAT THE BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST UNION SHALL BE FOR THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PORTION OF THE WARRANTED FINISH AS PROVIDED IN SECTION D ABOVE. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO HIM.

SECTION E - CLAIMS:

In the event of any claim under this limited warranty, Buyer must demonstrate to Union's satisfaction that the failure was due to a breach of this limited warranty. Buyer has the responsibility to provide written notice containing particulars sufficient to identify the Buyer and all reasonably obtainable information with respect to the time, place and circumstance, including a video and/or photographs of the claimed defective coating for Union's inspection. Such records shall at a minimum include the date of purchase, the place of purchase, and Union's invoice. These items shall be given by the Buyer to Union within thirty (30) days of receiving notice of the claimed violation of this Limited Warranty. The Buyer will arrange for Union to have, during normal business hours, complete access to the Warranted Finish in question. The Buyer shall further provide access to Union to any information and personnel having knowledge of or information pertaining to the claimed violation of this Limited Warranty. It is a condition to any obligation of Union under this limited warranty that the Buyer shall have fully paid the agreed contract price for the products with Warranted Finish sold by Union to Buyer.

SECTION F - MERGER CLAUSE:

ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY UNION'S AGENTS THAT DIFFER IN ANY WAY FROM THE TERMS OF THIS WRITTEN LIMITED WARRANTY SHALL BE GIVEN NO FORCE OR EFFECT. ANY SUCH REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY THE BUYER AND ARE NOT PART OF THIS LIMITED WARRANTY OR OF THE CONTRACT FOR SALE OF THE GALVALUME™ OR GALVANIZED STEEL PANELS CONTAINING THE WARRANTED FINISH BETWEEN UNION AND BUYER. THIS LIMITED WARRANTY SHALL BE DEEMED TO BE A PART OF THE CONTRACT OF SALE BETWEEN UNION AND BUYER FOR THE GALVALUME™ OR GALVANIZED STEEL PANELS WITH THE WARRANTED FINISH SOLD BY UNION TO THE BUYER. THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN UNION AND THE BUYER WITH RESPECT TO THE WARRANTED FINISH IS EMBODIED IN THIS WRITING. THIS WRITING CONSTITUTES THE FINAL EXPRESSION OF THE PARTIES AGREEMENT AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THAT AGREEMENT.

SECTION G - WARRANTY NOT TRANSFERABLE:

This Limited Warranty is issued only to the original Buyer and is nontransferable and/or non-assignable. Should the Buyer become insolvent, bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practices, this warranty shall forthwith become null and void and have no legal effect.

SECTION H - NON WAIVER:

In any instance or series of instances, the determination of Union not to exercise any right hereunder or not to require compliance with any term or condition hereof, shall not constitute a waiver of Union's rights to exercise all rights and to require compliance with all terms and conditions herein on all occasions prior and subsequent to such instance or instances, and no such determination or series of determinations by Union shall constitute an alteration or waiver of the rights and liabilities of Union and Buyer as otherwise set forth herein.

SECTION I - NORTH CAROLINA LAW:

The rights and obligations of Union and Buyer hereunder shall be governed by and construed in accordance with the laws of the State of North Carolina.