

**Parties:**

Drexel Metals, Inc. extends the following limited warranty to:

\_\_\_\_\_  
*Drexel Metals Contractor*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Project Owner*

\_\_\_\_\_  
*Project Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Invoice #*

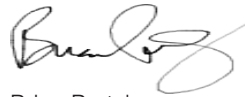
Concerning sales of PVDF (Polyvinylidene Fluoride) painted coil, which will be fabricated into components for, pre-painted metal roofing and metal buildings.

terminate this warranty at any time (except as to orders already accepted) upon giving of written notice thereof.

- 6. This Warranty becomes effective only upon presentation of paid invoices from contractor/owner to manufacturer/installer and to Drexel Metals Inc.. In no event will future claims be honored if the above payments have not been made.

This is our complete warranty. The laws of the State of Kentucky, USA, hereunder shall govern the rights and obligations of the parties. Any controversy or claim arising out of or relating to this contract shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Louisville, KY USA. The language of the arbitration shall be English. Drexel Metals Inc. makes no guarantees, either expressed or implied beyond the fact hereof; including, with limitation, warranties of fitness and merchantability and shall have no other liability with respect thereto.

Drexel Metals Inc.



Brian Partyka  
Partner

\_\_\_\_\_  
*Date*

# Drexel Metals PVDF Coated Product 35-Year Non Pro-Rated Warranty

(From date of installation)



## Coverage:

This anti-weathering warranty applies to flat sheets and coils identified on offerings and invoices from Drexel Metals, therefore eligible to be covered under this warranty and is used by fabricator within six months of invoicing. It applies to metal buildings installed in the continental United States. This is a anti-weathering paint finish warranty and does not apply to corrosion of the substrate.

## Terms:

Although it is recognized by the owner, fabricator and Drexel Metals that most coatings will fade and change in appearance to some degree over a period of time in outdoor installations, and that some changes may not be uniform between surfaces not equally exposed, Drexel Metals warrants that the goods covered by this warranty will resist natural weathering of the paint finish to the extent that they will conform to the manufacturer's performance standards for thirty-five (35) years following field installation, provided all conditions of this warranty are first met:

1. TRINAR® will not peel, crack, check, or flake to an extent that is apparent on ordinary outdoor visual observation; and
2. Vertical installations of TRINAR® will not change color more than 5 NBS (Hunter) units, and non-vertical installations 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 TRINAR® 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.

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

Coils or fabricated parts which have suffered scratching or abrasion or impact by a hard object, are stored at any time prior to field installation contrary to storage instructions as issued by Drexel Metals; are stored or installed in a way which allows standing water on the coating

or which occurs in any chemically aggressive environment containing salts or other chemicals, whether naturally occurring or caused by man; are stored or installed in an environment that includes a high degree of humidity, sand, dirt or grease, whether naturally occurring or caused by man; have suffered any damage caused by acts of God, radiation, falling objects, explosion, or other external forces, including conditions which develop between the coating and the metal which cause the coating to degrade.

This paint warranty is a "film integrity" warranty only and does not cover events or environmental circumstances that negatively impact the performance of the substrate on which the paint system is applied.

## Exclusion of Other Warranties:

This limited warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose, or other warranty of quality, whether expressed or implied, and whether written or oral. Corrections of non-conformities in the manner and for the period of time provided herein shall constitute fulfillment of all liabilities of Drexel Metals with respect to or arising out of the goods whether based on contract, negligence, strict liability in tort, or otherwise.

## Other Conditions:

This limited warranty does not apply to the following conditions: areas subject to water run-off from lead or copper flashings or areas in metallic contact with lead or copper; areas sheltered from periodic washing by natural rainfall such as underside eaves and soffits; conditions and circumstances where corrosive fumes or condensates are generated or released inside the building; or forming where the bend is tighter than 2T for sheet thicknesses up to 0.030" (0.75mm) and tighter than 4T for sheet thicknesses 0.031" (0.76mm) and thicker; the slope of the roof or sections of the roof being flatter than 1/4; 12; forming which involves severe reverse bending or which subjects the coating to alternate compression and tension; failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels; failure to remove debris from overlaps and all other surfaces of sheets and panels; damage to the coating caused by contact with green or wet lumber; wet storage stain caused by water

damage or from condensation; presence of damp insulation or other corrosive materials in contact with or close proximity to sheets or panels; deterioration of sheets or panels caused directly or indirectly by contact with fasteners (The selection of suitable long-lasting fasteners to be used rests solely with the Buyer).

Drexel Metals recommends that there be a systematic fresh water rinse maintenance program in effect in the areas of salt concentration (such as adjacent to the seashore and/or industrial atmospheres) so as to prevent the accumulation of concentrated mineral deposits.

## Stipulations and Limitations for Remedy

Drexel Metals Inc.'s liability for breach of this warranty shall be limited exclusively to the cost of either repairing non-conforming sheets or panels or, at Drexel Metals Inc.'s sole option, of furnishing F.O.B. Buyer's plant, sufficient sheet product to enable Buyer to fabricate replacement panels for the non conforming panels.

1. Drexel Metals Inc. shall not in any event be liable for the cost of labor expended by others on any non-conforming sheets or panels or for any special, indirect or consequential damages to anyone by reason of the fact that such sheets or panels shall have been non-conforming.
2. Claims must be promptly reported in writing to Drexel Metals Inc. and Drexel Metals Inc. shall be given a reasonable opportunity to inspect the sheets or panels claimed to be non-conforming. Adequate identification of the material involved in the claim, including the date of installation, order number, coil number, invoice number and date of shipment must be established by the Buyer.
3. Buyer shall exercise diligence in the inspection of material as received from Drexel Metals Inc. so as to mitigate repair or replacement.
4. Drexel Metals Inc. extends this warranty solely to the owner. This warranty is non-transferable and non-assignable.
5. Drexel Metals Inc. reserves the right to