OUV

Fluropon[®], Fluropon[®] Classic, Fluropon[®] Classic II COATING SYSTEMS LIMITED WARRANTY

AWV is pleased to present you with Valspar's Limited Warranty on our Fluropon® spray coatings.

- 1. This Warranty applies if any of the following Warranty Conditions occurs during the time period specified in the attached Warranty Table:
 - A. Fluropon[®] exhibits cracking, flaking or peeling (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 corrosion* is *not a covered Warranty Condition*.
 - B. Fluropon[®] chalks in excess of ASTM D-4214 method A number eight (8) rating when properly maintained as described herein.
 - C. Fluropon[®] changes color more than *five* (5.0) Hunter delta-E units as determined by ASTM method D- 2244. Color change shall 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 painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and Valspar does not warrant that color changes will be uniform.
- 2. If a Warranty condition occurs and the other requirements of this Warranty are met, Valspar will supply you with the following Warranty benefits :

Valspar will pay for labor and material reasonably necessary to repaint, repair or replace, at our option, the building part showing the Warranty Conditions. The Warranty Benefits shall not exceed the original purchase price of the affected building parts 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 building parts 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. Valspar cannot control the circumstances of application. Therefore, this Limited Warranty applies only when Fluropon Spray coatings are properly applied (according to the application specifications 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 does not warrant the use of Fluropon Spray coatings with non-Valspar coatings. Warranty Benefits are available only for all-Valspar coating systems. Also, because some colors may not meet our standards, Valspar 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: Business Operations Director, the Valspar Corporation, 901 N. Greenwood Avenue, Kankakee, IL 60901.
 - b. Provide access to the affected building parts 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 application date of the Fluropon Spray coating involved; and production records and quality control records showing compliance with our application specifications and the results of tests required by those specifications.

- 5. We are not responsible and provide no Warranty Benefits. for any damage or condition resulting from circumstances beyond our control, including any of the following:
 - a. Acts of God, falling objects. explosions, fire, external forces or other such similar or dissimilar circumstances beyond Valspar's control;
 - b. Harmful fumes or foreign substances in the atmosphere, standing water or salt spray;
 - c. Product which is not applied in accordance with the Valspar Product Data Sheet (including pretreatment in accordance with the then-current AAMA 2605 specifications) and in accordance with good practice in the aluminum extrusion coating industry. Application must conform to the then-current AAMA 2605;
 - d. Improper treatment or defects in the substrate metal or in its fabrication; improper field or job-site post framing/cutting of building parts
 - e. Improper storage of the building part before installation;
 - f. 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;
 - g. Mishandling of Fluropon of coated substrate with it, including abuse, alteration. modification, improper use, or storage;
 - h. Improper maintenance (i.e. use of chemical cleaning agents).
- 6. Fluropon products have a limited shelf life. This warranty applies only to Fluropon products applied by you within six months after Valspar ships it.
- 7. Property less than 1500 feet from saltwater (Canal or Coast), the building owner shall perform a "sweet water" / fresh water rinse every six months in accordance with AAMA 610. I.I979. The product must not be cleaned with abrasive or chemical cleaners. The building owner shall maintain records of the maintenance.
- 8. This warranty applies only to building parts installed on buildings within the Continental United States, A I a s k a and Canada. This Warranty will automatically expire upon any change or transfer of ownership of the property on which the building parts coated with Fluropon is originally installed.
- 9. If chrome free pretreatment is used, warranty for adhesion must be validated by sample 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. .2 Tape Pull-Off (ASTM D3359 Method B)/Result must be *S B.* no tape off.
- 10. This is our only warranty concerning Fluropon Spray 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 Fluropon Spray coatings, whether based on warranty, negligence or any other legal theory.
- 11. This is our complete warranty. It lists all of Valspar's obligations regarding Fluropon Spray coatings purchased by you on or after the effective date shown below. It is only for your benefit and you many not assign it to any other person or entity. Valspar makes no warranty to your customers, and is not responsible for any warranty you choose to provide to your customers concerning the performance of Fluropon Spray coatings.

WARRANTY TABLES Fluropon[®] - Standard Colors

| Product | Film Integrity Warranty (Section 1a) Years From Date of Coating Application | Color Change Warranty (Section 1c) Years From Date of Installation of Coated Panels | Chalking Warranty (Section 1b) Years From Date of Installation of Coated Panels |
|--|---|--|--|
| Fluropon® | 20 | 20 | 20 |
| Fluropon® Classic requires clear coat - Metallic | 20 | N/A | 20 |
| Fluropon [®] Classic II - Mica | 20 | N/A | 20 |

For the purpose of this Limited Warranty, Standard Colors use a group of pigments suitable for the majority of color matches. Some color requests cannot be formulated with durable pigments and will not carry the above mentioned warranty. The customer will be informed of these exceptions.

7301 International Drive • Holland, OH 43528 • Phone: (419) 865-5000 Fax: (419) 865-1375