

FLUOROCARBON COATING WARRANTY TEN YEAR

To: (“Customer”)

From:

Mitsubishi Chemical America, Inc.
ALPOLIC Division

Project Name and Location:

Complete Physical Address Required
Including City - State or Province - Zip or Postal Code

Commencement Date of Warranty:

Required

Mitsubishi Chemical America, Inc. (MCA) hereby warrants to the Customer that the Fluorocarbon-based coating **Thickness - Color** applied by MCA to the aluminum materials purchased, by Customer from MCA will not, for the above stated period, beginning at the commencement date, with warranty period not to exceed ten years plus one from date of shipment, under normal atmospheric conditions on the coated aluminum:

- A. Peel, check or crack except for such slight crazing or cracking as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheets, which is accepted as standard; or
- B. (1) Chalk in excess of a numerical rating of **8** measured in accordance with the standard procedures as outlined by the “Standard Methods of Evaluating Degree of Chalking of Exterior Paint” ASTM D4214-89; or
- (2) Fade or change in color in excess of **5** color difference units, using ASTM D2244-89 measured on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces, it being understood that fading or color changes may not be uniform if the surface is not evenly exposed to the sun and elements;

and that gloss (60° incident angle) loss will not exceed 40% when measure on exposed painted surfaces which have been cleaned of external deposits and the corresponding values measured on unexposed original painted surfaces. The gloss shall be measured using standard procedures as defined by “Standard Test Method for Specular Gloss”, ASTM D523-89.

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This warranty is subject to the following conditions:

- A. Normal atmospheric conditions exclude corrosive or aggressive atmospheres such as those contaminated with chemical fumes, salt or other corrosive elements, including areas within 1500 feet of a body of salt water. MCA requires a freshwater cleaning / maintenance program be in effect to prevent corrosion from accumulated deposits.
- B. For projects located $+15^{\circ}$ / -15° latitude of the equator, stated warranty period is reduced by 50%.
- C. The warranty will not extend or cover:
 - (1) cracking or crazing as a result of metal fracture;
 - (2) damage to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the coated metal prior to installation;
 - (3) water damage due to condensation caused by improper packaging of the coated metal prior to installation;
 - (4) damages to the coated metal caused by handling, shipping, processing and/or installation; or
 - (5) damages to the coated metal caused by scratching or abrading after installation; or
 - (6) damages to the coated metal as a result of standing water in horizontal installations;
 - (7) exposed edges
- D. Applied coatings, such as graffiti or later applied surface treatment(s), will void warranty.
- E. The warranty will not be applicable to damage or failure which is caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion's, acts of war, or other such similar or dissimilar occurrences beyond MCA's control.
- F. Customer shall maintain adequate records to establish identification of the coated material and dates of the installation of the coated metal. Customers shall demonstrate that the failure of the coated metal was due to a breach of the warranty stated herein.
- G. MCA's exclusive liability under this warranty, or otherwise, will be limited to refinishing, repairing or replacing in situ, at MCA's sole option, the defective coated metal. The warranty on any refinished, repaired or replaced coated metal supplied hereunder shall be for the remainder of the warranty period applicable to the originally coated metal. All warranty work will be performed by a company or contractor selected by MCA. Color variance between replacement or repainted product and original shall not be indicative of a defect.
- H. Claims under the warranty must be made to MCA in writing within thirty (30) days after discovery of the defective coating and MCA must be given a reasonable opportunity to inspect the coated metal claimed to be defective.

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- I. MCA reserves the right to terminate this warranty at any time upon thirty (30) days advance written notice, except with respect to any coated metal which has already been shipped to Customer.
- J. All records and samples Customer is required to prepare and maintain under the terms of this warranty shall be retained by Customer for the warranty period applicable to the coated metal, and in the event of a claim hereunder, MCA shall have the right to inspect such records and samples,
- K. All notices under or pursuant to this agreement shall be in writing in English and sent by registered or certified mail, postage prepaid, return receipt requested to:

Mitsubishi Chemical America, Inc.
ALPOLIC Division
Customer Service
401 Volvo Parkway
Chesapeake, VA 23320

ALL SUCH NOTICES DEPOSITED IN THE U.S. MAIL AS SET FORTH ABOVE SHALL BE CONSIDERED SERVED WHEN SO DEPOSITED.

- L. To terms or conditions other than those stated herein and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on MCA unless made in writing and signed by its authorized representatives.
- M. Except as set forth herein, MCA makes no other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, with respect to the product.
- N. Notwithstanding any contrary provision hereof or the failure of the essential purpose of any limited remedy, and to the fullest extent not prohibited by applicable law, in no event shall MCA or any of its representatives be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, this warranty or the subject matter hereof, regardless of (A) whether such damages were foreseeable, (B) whether or not MCA was advised of the possibility of such damages and (C) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

Accepted By:

MITSUBISHI CHEMICAL AMERICA, INC.

Date