



**20 -YEAR LIMITED WARRANTY  
DURABRITE® Clear UMC1003030**

**Effective Date:**

To Customer:

Project:

Coater:

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

Products: **DURABRITE® Clear UMC1003030**

Aluminum Substrate:

This Limited Warranty is issued by PPG Industries, Inc. ("PPG") and covers the PPG products indicated above (each a "Product"), shipped after the Effective Date, and no previous warranty shall apply to any Product shipped after the Effective Date. PPG warrants that the Products listed above, when specified or purchased by a customer ("Customer") after the Effective Date and properly applied in accordance with the Product Data Sheet ("PDS"), will for the Warranty Period:

1. For 20 years - Retain its film integrity, defined as the absence of checking, chipping, cracking, or peeling, as a result of the formulation of the Product, excepting crazing or slight cracking as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet.
2. For 20 years – Gloss change in exposed areas when measured on a 60-degree gloss meter, using the procedure of ASTM D523 (Standard Test Method for Specular Gloss), comparing an unexposed retain panel to the exposed panel after dirt removal, will not exceed 50%.
3. For 20 years - Not chalk or oxidize in excess of a number 6 rating, when measured in accordance with the standard procedures specified in ASTM D4214-89 (Standard Methods of Evaluating Degree of Chalking of Exterior Paint), comparing an unexposed retain panel to the exposed panel after dirt removal.

**THIS LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS.**

**ALL OF THE FOLLOWING CONDITIONS AND LIMITATIONS CONSTITUTE MATERIAL TERMS OF THIS LIMITED WARRANTY AND FAILURE TO SATISFY ANY ONE OR MORE OF THE CONDITIONS SHALL RENDER THIS LIMITED WARRANTY NULL AND VOID, RELEASING PPG FROM ALL OBLIGATIONS HEREUNDER.**

**CONDITIONS:**



**Effective Date:**

1. Customer, if not coating the metal itself, must utilize a coater that complies with industry standards for cleaning the metal, and applying and curing the coating.
2. When presenting a warranty claim, Customer must provide documentation to confirm the PPG Product was properly applied per PDS requirements, including the production date and all details regarding substrate, pretreat, primer and topcoat system.

**LIMITATIONS:**

1. The Limited Warranty shall extend from the date of installation of the Metal coated with the Product or, should installation occur after the twelve (12) months from application of the Product to the Metal by the Coater, from a date twelve (12) months after the application of the Product on the Metal, whichever occurs first.
2. This Limited Warranty does not cover corrosion of the metal or damage to, or failure of, the Product due to corrosion, regardless of the cause. 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. MCCA requires a freshwater cleaning / maintenance program be in effect to prevent corrosion from accumulated deposits.
3. This Limited Warranty does not cover: (a) damage to, or failure of, the Product caused by improper storage of the coated metal prior to installation (NCCA guidelines described in the series titled "How To Fabricate Pre-Paint"), moisture, or other contamination detrimental to the Product due to improper packaging, handling, shipping, processing and/or installation; (b) damage to, or failure of, the Product due to scratching, abrasion, impact, or abrasive or chemical cleaners; (c) damage to, or failure of, the Product due to improper forming, fabrication, exposed edges, or any other condition between the substrate and coating which causes coating degradation or delamination; (d) any deficiency in the cleaning, metal pretreatment, installation or failure of the metal for any reason; (e) any external contaminant or condition that causes coating degradation or delamination; or (f) color change due to varied exposure to the elements, unless such color change meets the definition of color change above.
4. This Limited Warranty does not cover damage to or failure of the Product due to acts of God, falling objects, external forces, explosions, fire, pollution, or other similar or dissimilar occurrences beyond PPG's control.
5. This Limited Warranty is non-transferable and non-assignable by Customer or Coater, and Customer or Coater shall not permit its agents, representatives, customers, distributors, applicators, or contractors to claim, represent, or imply that this Limited Warranty extends to or is available to anyone other than the original Customer or Coater. The length, term, conditions and limitations will not extend beyond any Customer supplied warranty on final materials using the Product as stated above.
6. For projects located +15° / -15° latitude of the equator, stated warranty period is reduced by 50%.

**CLAIMS PROCESS:**

1. Customer must demonstrate to the reasonable satisfaction of PPG that the failure of the Product was due to a breach of this Limited Warranty. The claim must present as an issue with the paint system and at no time will PPG entertain claims associated with the application of touch-up paints, issues associated with application of paints outside of temperature specification (250f), or any other engineering or installation issue.
2. Customer must follow the PPG Warranty Claim Process and submit a Warranty Claim Form within 30 days of discovering a coating defect to initiate an investigation.
3. If needed, industry standard field-testing using ASTM and NCCA procedures will be used in the investigation.
4. PPG's exclusive obligation and Customer's sole and exclusive remedy shall be limited to, at PPG's option, the reimbursement of the cost of the labor and material reasonably needed to repair, repaint or replace the metal coated with the Product that is determined to be defective. Any resolution of a claim will be settled with the Customer. The warranty for any refinished or replaced metal substrate shall only be for the remainder of the original warranty period applicable to the original coated metal substrate.



Effective Date:

5. In the event of disagreement between PPG and Customer regarding the manner and/or level of participation by PPG in the repair for an approved warranty claim, Customer shall submit the original invoice for materials and labor. In the event of continued disagreement, the Customer shall submit for review two (2) estimates, each including the name of the coating products to be used, labor and material costs, as well as any other costs associated with the work to refinish or replace the affected metal substrate.

**EXCEPT AS CONTAINED IN THIS SECTION, IN NO EVENT SHALL PPG BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSS OF PROFITS, BUSINESS OR GOODWILL ARISING OUT OF OR RELATING TO THE PRODUCTS OR THIS LIMITED WARRANTY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER PPG WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THE LEGAL OR EQUITABLE THEORY (CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE OF ANY KIND, STRICT LIABILITY, TORT OR ANY OTHER THEORY) UPON WHICH THE CLAIM BASED.**

1. PPG will require execution of a General Release to complete the warranty claim process and initiate the payment process. This will establish the closure of the submitted warranty claim.
2. This Limited Warranty shall be governed by and construed in accordance with Pennsylvania law, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than Pennsylvania. Any legal suit, action, or proceeding relating to this Limited Warranty or the Products shall be instituted in the federal or state courts sitting in Allegheny County, Pennsylvania. Each party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection or defense based on lack of jurisdiction or inconvenient forum. The parties also waive the right to trial by jury.

PPG reserves the right to terminate or amend this Limited Warranty at any time upon thirty (30) days advance written notice, except with respect to any Product that already shipped to Customer or Coater.

**This Limited Warranty is for products used for Trim, Soffit, Canopy, and Sidewall applications only (Vertical applications).** This Limited Warranty applies only to Products sold by PPG and applied to metal in the Continental United States, Alaska, Canada/ and Mexico unless PPG specifically and in writing notifies Customer otherwise prior to the sale of the Product.

**For all Industrial Applications** — For Industrial applications where the coated metal will be installed in an industrial environment and exposed to chemicals or airborne emissions, Customer must contact PPG prior to installation as PPG reserves the right to terminate or amend the terms of this Limited Warranty based on the nature of the anticipated environmental exposures and/or industrial conditions.

**For all Sea Coast and Severe Marine Applications** — Corrosion, including exposed edge corrosion of the substrate, is not covered by this Limited Warranty. Homeowners and building owners are recommended to perform annual maintenance on their building structures, including sweet water rinses (tap water) of all exposed surfaces.

EXCEPT AS SET FORTH HEREIN, PPG MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND PPG DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, UNDER STATUTE OR ARISING OTHERWISE IN LAW FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE OR WARRANTY OF MERCHANTABILITY.

This Limited Warranty is executed by PPG and Customer subject to all terms, conditions and limitations contained herein, intending to be legally bound:



Effective Date:

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<b>PPG INDUSTRIES, INC.</b>	<b><i>Customer</i></b>
Signature: By: Gary Edgar Title: Market Manager Date:	Customer: Signature: By: Title: Date:

THIS LIMITED WARRANTY WILL BE VOID UNLESS SIGNED BY BOTH CUSTOMER AND PPG.

SAMPLE