

## **FLUROPON® LIMITED WARRANTY**

KloECKner Metals US  
3123 E. Apache  
Tulsa, OK 74110

We are pleased to present you with THE FOLLOWING Limited Warranty on our Fluropon® coil coatings.

1. This Warranty applies if any of the following Warranty Conditions occurs:
  - a. Within 35 years from the date of application of the paint, 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. Within 30 years from the date of installation of the panels, Fluropon®:
    - i. Chalks in excess of ASTM D-4214 method A number eight (8) rating when properly maintained as described herein, and
    - ii. 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 metal panels showing the Warranty Conditions. The Warranty Benefits shall not exceed the original purchase price of the affected metal panels (not including any accessories or attachments) 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 metal panels 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® coil coatings are properly applied (according to the application instructions in Valspar's then-current Technical Data Sheet) to a properly pre-treated and primed substrate (HDG Steel (G90/G60), Galvalume, and Aluminum) that is fabricated into commercial or industrial building parts. Valspar does not warrant the use of Fluropon® coil 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: Vice President, Coil and Extrusion, The Valspar Corporation
  - b. Provide access to the affected panels 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® coating involved; and production records and quality control records from your coater 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, or salt spray
  - c. Failure to apply Fluropon® coil coatings in accordance with our specifications and instructions as outlined on our then-current published technical data sheets;
  - a. Improper treatment or defects in the substrate metal or in its fabrication, or embossing. Any corrosion or loss of adhesion as a result of the embossing process
  - b. Significant differences in insulation below coated metal panel;
  - c. Fluropon® which has been damaged due to moisture entrapment in coils and/or bundles during transit or storage or which has been stored or installed in such a way that allows standing water on the coating;
  - d. Failures or damage resulting from corrosion at cut/bare edges or failure of the metal substrate;
  - e. 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;
  - f. Fluropon® that has been stored/installed in such a way that allows contact with animals or animal waste.
  - g. Mishandling of Fluropon® or of any substrate coated with it, including abuse, alteration, modification, improper use, or storage;
  - h. Where materials / items such as snow guards and solar panels are attached / adhered to the product;
6. No Warranty is provided for Fluropon® on any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from a salt-water environment.
7. If chrome free pretreatment is used, warranty for adhesion must be validated by sample testing of production material. Material must pass fifteen (15) minute boiling water/reverse impact/crosshatch adhesion with no tape off. Use of chrome free pretreatment with Galvalume voids warranty.
8. This warranty applies only to building parts installed on buildings within the Continental United States, Alaska and Canada. This Warranty will automatically expire upon any change or transfer of ownership of the property on which the metal coated with Fluropon® is originally installed.
9. This is our only warranty concerning Fluropon® coil 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® coil coatings, whether based on warranty, negligence or any other legal theory.
10. This is our complete warranty. It lists all of Valspar's obligations regarding Fluropon® coil coatings purchased by you on or after the effective date shown below. It is only for your benefit and you may 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® coil coatings. Valspar may change or discontinue this Warranty by providing you with 30 days advance written notice. Any changes will apply only to Fluropon® coil coatings sold to you after the notice period expires. This warranty shall be governed by Minnesota law, but not its conflict of law rules.

IN WITNESS WHEREOF, Valspar and Customer have executed this Warranty effective as of this 14<sup>th</sup> day of September, 2012.

CUSTOMER

THE VALSPAR CORPORATION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Title \_\_\_\_\_

Title: Supply Chain Director, Industrial & Automotive