

# PREMIUM KYNAR WARRANTY

Triad Corrugated Metal, Inc.

## Fluropon® Limited Warranty (also known as KYNAR 500®)

Triad Corrugated Metal, Inc. warrants that under normal outdoor atmospheric conditions (which term excludes corrosive aggressive atmospheres such as those contaminated with chemical fumes, standing water or salt spray), our Fluropon® Coil Coatings on the Galvanized or Galvalume® panel (including manufactured trims and flashings) sold to you (Buyer), by Triad Corrugated Metal, Inc (Seller), will meet the following specifications:

### Within the Continental United States, Alaska, and Canada:

**Film Integrity:** Film integrity is warranted for a period of 40 years from the date of application of the paint, Fluropon® exhibits flaking or peeling (loss of adhesion) when viewed from a distance of 10 meters using an unaided naked eye. 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.

**Chalk Rating:** Within 30 years from the date of installation of the panels, Fluropon®: Chalks in excess of ASTM D-4214-98 method A D659 number eight (8) rating on panels, when properly maintained as described herein.

**Fade Rating:** Within 30 years from the date of installation of the panels, Fluropon®: Changes color more than five (5.0) Hunter delta-E units on panels as determined by ASTM method D-2244-02. 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.

This warranty is subject to the following conditions:

1. This Warranty applies if any of the following Warranty Conditions occurs:

- a. Within 40 years from the date of application of the paint, Fluropon® exhibits flaking or peeling (loss of adhesion when viewed from a distance of 10 meters using an unaided naked eye. 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-4214-98 method A D659 number eight (8) rating on panels, when properly maintained as described herein, and
  - ii. Changes color more than five (5.0) Hunter delta-E units on panels as determined by ASTM method D-2244-02. 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 provide or pay for the 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 or the remedy provided in any other warranty provided to the building owner, whichever is less. 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 a minimum of 0.7 mils of Fluropon® coil coatings are properly applied (according to the application instructions in Valspar's then current detail sheet) to a properly pre-treated and primed substrate (HDG Steel (G90), 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, the building owner or you must:

- a. Send written notice of the Warranty Condition within thirty days to: Vice President, Coil & Extrusion, the Valspar Corporation, 901 N. Greenwood Avenue, Kankakee, IL 60901.
- 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, or fire;
  - b. Harmful fumes or foreign substances in the atmosphere, standing water or salt spray;
  - c. Failure to apply a minimum dry film thickness of 0.7 mils of the Fluropon® coil coatings to a properly pre-treated and primed substrate in accordance with our specifications and instructions as outlined on our then-current published product data sheets;
  - d. Improper treatment or defects in the substrate metal or in its fabrication;
  - e. Failure to store or install products coated with Fluropon® in a way that allows for adequate circulation;
  - f. Failures or damage resulting from edge corrosion or failure of the metal substrate;
  - g. Contact with animals or animal waste;
  - h. Mishandling of Fluropon® or of any substrate coated with it, including abuse, alteration, modification, improper use, or storage contrary to our written instructions.
  - i. Condensation attributable to improper packaging, handling, shipping, processing and/or installation; or
  - j. Other circumstances or occurrences beyond Valspar's control
6. Warranted finish which is installed within 1000 meters of a salt water or other marine environment, except in cases where the building owner provides documentation of annual maintenance of the coated surfaces, (including an annual "sweet water" [fresh tap water] rinse, in accordance with AAMA610.1.1979), in which case warranty coverage for color change and chalk [Section C: Terms (2) and (3)] remains in effect. Written documentation records must be kept by the building owner accord to AAMA 610-1-1979 annual sweet water wash or the warranty becomes void.
7. Coil material should be used within 180 days of coating. Again varies with the substrate, pretreatment and coatings, but in all cases will affect the coatings flexibility and subsequent performance. Storage conditions should be controlled to avoid potential forming and performance problems. Extreme changes in temperature, humidity levels and exposure to moisture can all have an adverse affect on material performance. Long storage times before forming may affect your warranty. The slow changes in properties over time are not a concern once the material is formed.
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 only 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 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.

If project requires a material/finish warranty to be issued, completely fill out information below and submit to Triad Corrugated Metal, Inc. customer.

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Installer Name: \_\_\_\_\_

TCM Invoice: \_\_\_\_\_

TCM Rep. Signature: \_\_\_\_\_

Date: \_\_\_\_\_