Date: ____/____/_____

METAL EXTERIORS PAINT WARRANTY FOR COIL COATED APPLICATION
LIMITED LIFETIME TRANSFERABLE WARRANTY

METAL EXTERIORS ("ME") extends the following warranty to:_____, hereon referred to as "CUSTOMER", on your purchase of the AKZONOBEL SELECT SMP ("SELECT SMP") paint used in the coating of metal which has been fabricated by ME into commercial, industrial, and residential building construction products to be installed in the United States and/or Canada. Product delivered to CUSTOMER on: _____, installed by Contractor:_____, Coil #_____, Color:_____ on: _____ . This is not a corrosion warranty.

SECTION A: LIMITED WARRANTY

Although it is recognized by ME and CUSTOMER that most coatings, including SELECT SMP, will fade, and change appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, ME warrants that the SELECT SMP covered by this warranty will conform to the performance standards listed below ("Limited Warranty"), with duration from date of installation and measurement standards as called out below, provided all conditions of this Limited Warranty are met:

1. Lifetime of original purchaser (e.g., natural person), SELECT SMP will not peel, flake, or otherwise lose adhesion ("Film Integrity") to an extent that is apparent on ordinary outdoor visual observation. NOTE: Slight crazing or cracking may occur on roll-formed edges or break bends at the time of forming and is considered standard – such crazing or cracking shall not constitute a basis for complaint under this Limited Warranty. *Further, failure due to substrate issues including, but not limited to corrosion is not covered by this Limited Warranty. Various metals may react differently under different atmospheric conditions*; and

2. For thirty (30) years, sidewall panels of SELECT SMP will not change color ("Color Fade") more than five (5) ΔE (delta E) Hunter units and roof panels will not change more than seven (7) ΔE (delta E) Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964; and

3. For thirty (30) years, sidewall panels of SELECT SMP will not chalk ("Chalk") more than a number eight (8) rating and roof panels will not chalk more than a number six (6) rating when measured per ASTM D 4214, Method A.

SECTION B: REMEDY

If AkzoNobel's SELECT SMP fails to comply with the Limited Warranty, ME, at our option, will refinish; replace; or refund the original unit purchase price (appropriate documentation required), for the defective portion of the installation exhibiting the conditions described above ("Warranty Benefits"). Any refinishing of the defective portion shall be done in accordance with standard industry practice to provide a uniform appearance with the remainder of the installation. Any refund provided in lieu of refinish or replacement will only be paid out upon receipt from CUSTOMER or its customer of a full and final written release of ME from any further liability for the affected portion of the field claim. This Warranty will continue to apply to any affected portion that is repainted or replaced under this Limited Warranty, but only for the unexpired portion of the Limited Warranty period applicable to the original coated affected portion.

SECTION C: LIMITED WARRANTY EXCLUSIONS

ME cannot and does not control the circumstances of application of SELECT SMP. Therefore, this Limited Warranty only applies when SELECT SMP is applied as part of a complete ME system. A complete ME system means a SELECT SMP topcoat applied onto *properly cleaned and pretreated* metal which has been primed with a ME approved primer on both sides of the metal sheet, and which has been coated with an ME approved backer coating on the reverse side, all per specifications on the ME Supplier Product Data Sheet. ME does not warrant the use of SELECT SMP topcoats with non-ME approved coatings or when mixing of different products. (e.g., different product codes, different formulations, different qualities, etc.) on the same project when installed in a manner where weathering differences are visually noticeable. Warranty Benefits are only available for complete ME coatings systems.
This Limited Warranty does not apply to other causes of degradation, including:

1. Failures or damage resulting from under-film or edge corrosion, or failure or defects of the metal substrate including corrosion, or the development of any other condition between the coating and the substrate including any failure or deficiency in the pretreatment.
2. Acts of God, falling objects, explosions, fire, external forces, or other circumstances beyond our control.
3. SELECT SMP, which is applied to aluminum, ZAM®, Galfan®, Galvalume® steel, or galvanized steel that is not free from any defect materially affecting appearance or serviceability as defined per industry standards for the material grade specified.
4. SELECT SMP which is not applied in accordance with good practice in the coil coating industry, including proper cleaning and pretreatment of the substrate, and in accordance with parameters specified on the ME supplier Product Data Sheet.
5. Mishandling of any substrate coated with SELECT SMP, including abuse, modification, improper fabrication, storage, or use.
6. SELECT SMP which has been damaged due to moisture entrapment in bundles and between the masking and paint finish during transit, storage, or at construction site.
7. Failure to properly clean and remove organic debris including but not limited to tree leaves, tree limbs, pine needles, dirt, fungus, moss.
8. SELECT SMP that has been stored/installed in such a way that allows contact with animals or animal waste.
9. SELECT SMP which has suffered scratching or abrasion or impact by a hard object or has been damaged by abrasive or chemical cleaners.
10. SELECT SMP which has been stored or installed in a way which allows standing water on the coating or in any chemically aggressive environment (containing such substances as fumes, ash, salts, dirt, grease or high humidity);
11. Significant differences in insulation below coated metal panel.
12. Where materials / items are permanently attached / adhered to the product.
13. Where mixing of lots (i.e., different line runs, different batches of SELECT SMP) occur on the same building plane (i.e., same door, wall, or roof).

METAL EXTERIORS
ROOF AND WALL SYSTEMS

SECTION D: CUSTOMER's OBLIGATIONS

To receive Warranty Benefits under this Limited Warranty, CUSTOMER must:

1. Advise ME in writing of any claimed violation of this Limited Warranty within thirty (30) days of receiving notice thereof; and
2. Promptly afford ME the opportunity to inspect the installation/defective metal parts; and
3. Provide documentation to ME as ME deems necessary to confirm CUSTOMER's complaint, including original owner's proof of purchase, records sufficient to identify the batch number and application date of the SELECT SMP and coating system involved, production records, quality control records from the coater showing compliance with ME application specifications and the results of tests required by those specifications. CUSTOMER must maintain this information for a period of no less than two (2) years beyond the longest period of coverage for SELECT SMP and said records shall be available to ME upon request.; and
4. Require the coil coater to send ME two (2) representative samples (each 12" x 12") of metal coated with each batch of SELECT SMP (as identified by batch number) promptly following its coating, identifying the number of the coil, the area(s) of coater color measurement, the date of the coating, the SELECT SMP batch number applied, the type of substrate, the type of pretreatment and sealer and the name of the party who will fabricate the coil into building construction products; and
5. Maintain records for the duration of the limited warranty coverage that will identify the master coil number for each building erected in the field and shall make such records available to ME.

SECTION E: EXCLUSION OF OTHER WARRANTIES / LIMITATION OF LIABILITIES

Except for this Limited Warranty, ME MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ORAL, OR WRITTEN, AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, OR FREEDOM FROM PATENT INFRINGEMENT.

Except as provided in this Limited Warranty, ME has no other liability with respect to the SELECT SMP system, whether based on contract, negligence, strict liability in tort, or otherwise. ME WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims of customers of CUSTOMER for business or service interruptions.

SECTION F: OTHER TERMS

ME may change or cancel this Limited Warranty on 30 days written notice to CUSTOMER. Any changes will apply only to SELECT SMP products sold to CUSTOMER after the notice period expires. This Limited Warranty does not apply to any goods sold prior to the date this document is signed. CUSTOMER agrees that its use of SELECT SMP is made in reliance upon this Limited Warranty and not upon any other written or oral representation of ME. This Limited Warranty cancels and supersedes any other warranty or statement of performance made in the past or in the future by ME unless such statement is subsequently made in writing as an express amendment of this document.

This is our complete warranty. It is issued only to CUSTOMER and is not assignable to any other party. ME makes no warranty to CUSTOMER's customers and is not responsible for any warranty CUSTOMER chooses to provide to its customers concerning the performance of SELECT SMP products. This Limited Warranty automatically expires upon any change or transfer of ownership of the property on which the metal coated with SELECT SMP is originally installed, with exception this Limited Warranty will cover one change or transfer of ownership of the property from the original owner (e.g., natural person) providing said transfer takes place within the first ten (10) years from the initial date of installation. Exception does not apply if the original purchaser is not a natural person (e.g., a corporation or association). If the original purchaser is not a natural person the Film Integrity warranty (Section A, Item #1) is limited to 40 years. The continuation of coverage to the original owner will be in effect for the unexpired portion of the Limited Warranty period based on the initial date of installation and shall be offered only to the first change or transfer of ownership. Once the initial ten (10) year period has expired or one (1) change or transfer of ownership of the property has occurred, any change or transfer of ownership of the property will cause automatic expiration of this Limited Warranty for the property on which the metal coated with SELECT SMP is originally installed.

The rights and obligations of the parties hereunder shall be governed by the laws of the State of Ohio, USA. Any controversy or claim arising out of or relating to this contract shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Columbus, Ohio, USA. The language of the arbitration shall be English.

ACKNOWLEDGEMENT OF RECEIPT

By signing below, CUSTOMER acknowledges receipt and review of this Limited Warranty.

Signed: _____

Name: _____

Title: _____

Date: _____

THIS LIMITED WARRANTY IS VOID IF NOT SIGNED AND RETURNED TO ME WITHIN 45 DAYS OF ISSUANCE.