

# WeatherCote 3000 Cool Technology



Spectrascape® 30

PVDF and PVDF "COOL" Limited Warranty

Specifically For: Customer: Address:

> Master Tag: Quantity:

This Limited Warranty applies to any WeatherCote 3000 Coated Metal shipped after April 1, 2008 and no previous warranty shall apply to such product.

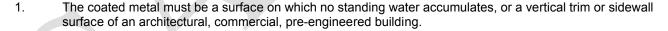
Pacific Metal Company (PMC) warrants that Weather Cote 3000 when purchased by a customer (hereinafter the "Purchaser") applied to G90 galvanized or Zincalume® steel (hereinafter the "Metal") for roofing, sidewall, and trim panels will retain its Film integrity and Color and Chalk as defined below after the installation consistent with the Warranty Table included on page 3 of this document.

### Definitions:

- Film Integrity shall be defined as the absence of peeling, checking, chipping or cracking, except for such 1. crazing or slight cracking as may occur on tightly roll-formed edges or brake bends at the time of forming prepainted sheet.
- 2. Color Change shall be defined as freedom from fade or change as warranted in  $\Delta E$  units calculated in accordance with ASTM D2244-02, paragraph 6.2.2 CIEL\*a\*b\*, 10° Observer, specular included. Color Change is measured on an exposed painted surface that has been cleaned of surface soils and chalk and then compared to corresponding values measured on the original or unexposed coated surface.
- 3. Chalk or Oxidation shall be defined as a numerical rating as warranted when measured in accordance with the standard procedures specified in ASTM D4214-98.

THIS LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS. All of the following conditions and additional conditions constitute material terms of this limited warranty and failure to satisfy any one or more of the conditions or additional conditions by Purchaser, their agents, or representatives shall release PMC from its obligations hereunder.

Conditions:



- 2. The coated metal must not be cleaned with abrasive or chemical cleaners.
- 3. Claims under this limited warranty must be sent by Purchaser to PMC and must be received by PMC within thirty (30) days after discovery of the condition giving rise to the claim.
- 4. In the event of a claim under this limited warranty, Purchaser must supply documentation that the product in question was supplied by PMC. In addition, Purchaser shall demonstrate to the reasonable satisfaction of PMC that the failure of the Product was due to a breach of the limited warranty stated herein.
- 5. Customer shall reimburse all of PMC's expenses incurred in connection with the investigation of a claim if it is later determined that PMC is not responsible for the problem underlying the claimed.
- 6. The coated metal must meet other conditions, installation, and exceptions as outlined in the Warranty Table on page 3 of this Limited Warranty document.

### Limitations:

- The limited warranty shall extend from the date of installation of the WeatherCote 3000 coated metal or from a date six (6) months after application of the WeatherCote 3000 on the metal, whichever occurs first. WeatherCote 3000 coated metal that is later embossed is warranted provided the embossing process does not fracture the coating or metal or adversely affect paint adhesion or film integrity. Any corrosion or loss of adhesion as a result of the embossing process is not covered under this warranty.
- This limited warranty only applies to WeatherCote 3000 coated metal sold by PMC and applied to metal that is used and installed in the Continental United States, Alaska, Canada, and Mexico.
- 3. Non-uniform color changes that result from unequal exposure of roofing, sidewall or trim panels to sunlight and/or the elements are not covered by this warranty unless such color change meets the definition of Color Change above.
- 4. This limited warranty does not extend to, or cover: Damage to WeatherCote 3000 coated metal resulting from improper storage of the coated metal prior to installation (NCCA guidelines described in the series titled "How To Fabricate Pre-paint") or improper packaging, handling, shipping, processing and/or installation.
  - Damage to *Weather*Cote 3000 coated metal which suffers from improper forming, fabrication, cut edge exposure, corrosion of the substrate or any other condition between the substrate and coating which causes coating degradation or delamination.
- 5. This limited warranty does not cover damage or failure of *WeatherCote 3000* coated metal in cases where damage or failure is attributable to acts of God, falling objects, external forces, explosions, fire, or other such similar occurrences beyond PMC's control.
- 6. Purchaser's sole and exclusive remedy, and PMC's liability under this limited warranty will be limited, at PMC's option, to recoating or replacing the metal coated with *WeatherCote 3000* claimed to be defective, including re-installation costs. In no event shall PMC be liable for any incidental, special, punitive or consequential damages. PMC must approve any recoating of the metal through submission of an estimate that includes the coating products to be used. Furthermore, PMC reserves the right to approve or negotiate the contract for such recoating if the initial estimate is deemed unacceptable. In no event will the original applicable warranty period set forth in the warranty table be extended by a warranty claim
- 7. In the event of any subsequent failure of any recoated or replaced coated metal, Purchaser shall first make any claims against the supplier of those replacement materials.
- 8. This limited warranty is extended to Purchaser only and shall not inure to the benefit of any other party. PMC's name, trademark, or limited warranty shall not to be used in any warranty given by the Purchaser to their customers. This limited warranty is non-transferable and non-assignable by Purchaser, and Purchaser shall not permit their 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 Purchaser.
- 9. The applicable warranty period shall be limited to, and shall in no event extend beyond, the warranty period as set forth in the Warranty Table or the warranty period extended by the Purchaser to its customers, whichever is shorter.
- 10. PMC reserves the right to terminate this limited warranty at any time upon thirty (30) days advance written notice, except with respect to any *WeatherCote* 3000 coated Metal which has already been shipped to Purchaser.
- 11. EXCEPT AS SET FORTH HEREIN, PMC MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCT, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### Miscellaneous:

1. All notices given under or pursuant to this Agreement shall be in writing and either personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, to the party to whom such notice is to be given as follows:

Pacific Metal Co. Attn: Warranty Control 10700 S.W. Manhasset Drive Tualatin, OR 97062

- 1. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this limited warranty shall be binding on PMC unless made in writing and signed by its authorized representative.
- 2. Any disputes arising under or pursuant to the matters contemplated by this Agreement, at PMC's election, shall be resolved by arbitration or legal process governed by and interpreted in accordance with the laws of the State of California, and shall have exclusive jurisdiction over any such disputes, especially with respect to matters of validity, execution, interpretation, enforcement or compliance.

## WeatherCote 3000 PVDF and PVDF "Cool" Warranty Table

Type of Environment of Installation	Film Integrity (Years)	Color ΔE ≤ 5.0 (Years)	Chalking ≥ 8 Rating (Years)
Residential, Commercial and School Buildings used for habitation, Distribution centers, Hotels, Shopping Malls, Office Buildings Assembly Factories and Schools located in rural or residential areas.	30	30	30
Industrial - Steel mills, Power Generating Stations, Oil Fields, Oil Refineries, are Mines, Chemical Plants, Paper Mills or other unusual environmental exposure.	10	No Warranty	7
Marine -One mile to within 1320 feet (1/4 mile) of salt water.	15	15	15
Severe Marine -Closer than 1320 feet.	No Warranty	No Warranty	No Warranty

<u>Notification Prior to Installation</u>: In all cases that are uncertain, Customer should notify PMC of installations that are deemed potential Industrial and/or Marine environments prior to design implementation. PMC can then evaluate the installation site and provide specific warranty coverage before installation.

PMC holds the right to determine the Environmental Location during a warranty investigation and may deem the specific warranty performance based upon close proximity to one of the severe environmental conditions noted above.

Agreement of Warranty				
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Customer Representative	Date		Pacific Metal Co. Representative	Date