



35 Year Limited Fluropon® Coating Warranty

Vicwest, a division of Vicwest Inc. ("VICWEST"), hereby warrants to the purchaser of roll-formed steel panels coated with Fluropon® (containing Kynar 500® or Hylar 5000® resins) (the "Product"), or in the event that the purchaser is in the business of reselling the Product, to the end user or the original owner of any structure on which the Product is used (herein collectively referred to as the "Customer") that the Product shall perform as follows :

1. *Loss of Adhesion*

Will not crack, flake or peel (loss of adhesion) for a period of thirty-five (35) years following the date of shipment of the Product. Cracking is defined as breaks in the flat coating as opposed to cracking or breaks in the film caused by metal forming which is accepted as standard;

2. *Chalk Rating*

Will not chalk in excess of a number eight (8) rating as determined by ASTM D4214 Method D659 at any time for a period of thirty (30) years from the date of shipment when the Product is properly maintained as may be described herein;

3. *Fade Rating*

Will not change color more than five (5.0) Hunter ΔE units as determined by ASTM Method D-2244 at any time for a period of thirty (30) years from the date of shipment when the Product is properly maintained as may be described herein. 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. It is understood that fading or colour changes may not be uniform if the surfaces are not equally exposed to the sun and elements and Vicwest does not warrant that color changes will be uniform.

This warranty only applies when the Product is used within Canada or the U.S.A. (excluding Alaska and Hawaii) under Normal Conditions (as described below). Vicwest's sole responsibility under this Limited Warranty is to repaint, refinish, repair or replace the Product that fails to meet the conditions of this Warranty and it is at the discretion of Vicwest as to what measures shall be taken to rectify any failure.

The Customer shall inspect the Product prior to installation so as to mitigate expenses involved in repairing, refinishing, repainting or replacing defective Products. VICWEST'S liability under this Limited Warranty shall not exceed the Customer's liability, if any, and is strictly limited to the direct cost of repairing, refinishing, repainting or replacing the failed Product. The liability of VICWEST for Product replacement excludes all installation and other associated material costs. Repairing, refinishing, repainting or replacing of failed Product shall be performed by a qualified contractor using standard practices and materials and VICWEST reserves the right to select, approve and negotiate all repairing, refinishing,



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repainting or replacement contracts. VICWEST, or a qualified third party selected by VICWEST, will, in all instances, be the sole judge as to whether repairing, refinishing, repainting or supply of new material for failed areas is required to fulfill the obligations of VICWEST under this Limited Warranty. The responsibility for selection of suitable long-lasting fasteners for attachment of the Product in exposed fastener applications rests solely with the Customer.

The Limited Warranty period shall not be extended by any repairing, refinishing, repainting or replacement of the Product, but the remaining warranty period shall continue in effect and be applicable to the repaired, refinished, repainted or replaced areas under the terms and conditions of this Limited Warranty.

This Limited Warranty constitutes the exclusive remedy of the Customer for any defects or deficiencies in the Product. Except for this Limited Warranty, VICWEST makes NO WARRANTIES, GUARANTEES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT WHETHER UNDER COMMON LAW, STATUTE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY VICWEST TO THE FULLEST EXTENT PERMITTED BY LAW. The liability of VICWEST arising out of the sale or supply of the Product or its installation or use, whether based on warranty, contract, tort or otherwise and whether or not arising as a result of negligence or gross negligence of VICWEST shall not exceed the then current purchase price for that portion of the Product which is being repaired, refinished, repainted or replaced. In no event shall VICWEST be liable for any indirect, incidental, consequential or special damages sustained by the Customer or any other person in connection with the purchase, installation or use of the Product.

Claims under this Limited Warranty must be presented to VICWEST in writing during the warranty period and within thirty (30) days after the Customer becomes aware that any warranted condition has occurred. Time is of the essence and failure to give notice within the specified time shall discharge VICWEST from all warranty obligations. The Customer shall include in all warranty claims adequate identification of materials involved in the claim, including the original invoice, original shipping document or such other sufficient documentation as may be reasonably required by VICWEST. VICWEST, and any agent, employee, representative or contractor of VICWEST, must be given reasonable opportunity to conduct an on-site inspection in order to determine the cause of the Product failure, if any, and the corrective action to be taken, if any.

This Limited Warranty is extended to the Customer alone, is non-transferable and non-assignable and may not be modified or enlarged in its scope by any representative, salesman, agent, or other employee of VICWEST, the Customer or any other person whatsoever. The Customer shall not permit anyone to claim or imply that this Limited Warranty extends to anyone other than the Customer. These conditions are material terms of this Limited Warranty and any violation by the Customer or its agents or representatives shall release VICWEST from its obligations hereunder. This Limited Warranty shall be governed by and interpreted



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in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the laws of the U.S.A.

NORMAL CONDITIONS

This Limited Warranty applies to the Product exposed to normal atmospheric conditions and excludes corrosive or aggressive atmospheres such as contamination due to chemical fumes or salt spray, standing water, contact by or exposure to animals or animal waste, or poorly ventilated applications. Defects, damage or failure due to exposed/cut edge corrosion or substrate corrosion is specifically excluded. This Limited Warranty does not apply where Product defect, damage or failure is the result of physical damage from fabrication or embossing operations, snow/ice removal, acts of God, falling objects, fire, explosions, vandalism, any negligent acts of the Customer, including but not limited to, improper packaging, storage, shipping, transit, processing, or installation which prohibits proper drainage of standing water or results in condensation, or other such occurrences whatsoever beyond the control of VICWEST. Defects or damage to the pre-painted finish of the Product after delivery to the Customer resulting from handling, improper storage or installation, alteration or modification of the Product in a manner not originally intended, prolonged moisture contact or contact with corrosives and/or similar materials are not covered by this Limited Warranty. Damage to the Product caused directly or indirectly by contact with fasteners or caused by steel shavings or minute particles from sawing sparks that come into contact with the Product's finish is not covered by this Limited Warranty.

Fluropon® is a registered trademark of The Valspar Corporation

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