

Drexel Metals GOLD STANDARD System Warranty
35-YEAR “Non Pro-rated” PVDF Warranty
starts from the date of installation

Parties: Drexel Metals, Inc. extends the following limited warranty to:

Invoice #:

Drexel Metals Contractor:

Address:

Project Owner:

Project Name:

Address:

Concerning sales of PVDF (Polyvinylidene Fluoride) painted coil, which will be fabricated into components for pre-painted metal roofing, edge to edge perimeter systems and metal buildings.

Coverage:

This paint anti-weathering limited warranty (“Limited Warranty”) applies to flat sheets and coils identified on offerings and invoices from Drexel Metals, which are therefore eligible to be covered under this Limited Warranty and used by fabricator within six months of invoicing. It applies to metal buildings installed in the continental United States. This is an anti-weathering paint finish warranty and does not apply to corrosion of the substrate.

Terms:

Although it is recognized by the owner, fabricator and Drexel Metals that most coatings will fade and change in appearance to some degree over a period of time in outdoor installations, and that some changes may not be uniform between surfaces not equally exposed, provided all conditions as set forth herein of this Limited Warranty are first met, Drexel Metals warrants that the goods covered by this warranty will resist natural weathering of the paint finish to the extent that they will conform to the manufacturer’s performance standards for thirty-five (35) years following field installation as set forth below:

1. TRINAR® will not peel, crack, check, or flake to an extent that is apparent on ordinary outdoor visual observation; and
2. Vertical installations of TRINAR® will not change color more than 5 NBS (Hunter) units, and non-vertical installations will not change color more than 7 NBS (Hunter) units following field installation. Color measurements are to be made per ASTM D 2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D 3964; and
3. Vertical installations of TRINAR® will not chalk more than a number 8 rating, and non-vertical installations will not chalk more than a number 6 rating, when measured per ASTM D-4214, Method A.

This is an anti-weathering limited warranty and does not apply to other causes of failure, including:

Coils or fabricated parts which have suffered scratching or abrasion or impact by a hard object, are stored at any time prior to field installation contrary to storage instructions as issued by Drexel Metals; are stored or installed in a way which allows standing water on the coating or which occurs in any chemically aggressive environment containing salts or other chemicals, whether naturally occurring or caused by man; are stored or installed in an environment that includes a high degree of humidity, sand, dirt or grease, whether naturally occurring or caused by man; have suffered any damage caused by acts of God, radiation, falling objects, explosion, or other external forces, including conditions which develop between the coating and the metal which cause the coating to degrade.

This Limited Warranty does not apply to the following conditions: areas subject to water run-off from lead or copper flashings or areas in metallic contact with lead or copper; areas sheltered from periodic washing by natural rainfall such as underside eaves and soffits; conditions and circumstances where corrosive fumes or condensates are generated or released inside the building; or forming where the bend is tighter than 2T for sheet thicknesses up to 0.030” (0.75mm) and tighter than 4T for sheet thicknesses 0.031” (0.76mm) and thicker; the slope of the roof or sections of the roof being flatter than 1/4; 12; forming which involves severe reverse bending or which subjects the coating to alternate compression and tension; failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels; failure to remove debris from overlaps and all other surfaces of sheets and panels; damage to the coating caused by contact with green or wet lumber; wet storage stain caused by water damage or from condensation; presence of damp insulation or other corrosive materials in contact with or close proximity to sheets or panels; deterioration of sheets or panels caused directly or indirectly by contact with fasteners (The selection of suitable long-lasting fasteners to be used rests solely with the Buyer).

THIS PAINT WARRANTY IS A "FILM INTEGRITY" WARRANTY ONLY AND DOES NOT COVER EVENTS OR ENVIRONMENTAL CIRCUMSTANCES THAT NEGATIVELY IMPACT THE PERFORMANCE OF THE SUBSTRATE ON WHICH THE PAINT SYSTEM IS APPLIED.

Exclusion of other Warranties:

THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESSED OR IMPLIED, AND WHETHER WRITTEN OR ORAL. CORRECTIONS OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED HEREIN SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF DREXEL METALS WITH RESPECT TO OR ARISING OUT OF THE GOODS WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE.

Remedy:

If Drexel Metals product fails to comply with the Limited Warranty, Drexel Metals' sole liability, and Buyer's exclusive remedy, will pay for labor and material reasonably necessary to repaint, repair or replace, at Drexel Metals' option, the metal panels exhibiting the conditions described above (the "Warranty Benefits"). All products must be purchased from Drexel Metals to complete the "metal roofing assembly/system" (including but not limited to: metshield underlayment, Drexel Metals system clips, screws, approved sealants, tapes, rivets and Touch Up Paint Pens). 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 Limited Warranty will continue to apply to any metal panels that were repainted, repaired or replaced under this Limited Warranty, but only for the unexpired portion of the Limited Warranty period applicable to the original coated metal panel. If Drexel Metals' investigation indicates that this Limited Warranty does not cover the claimed defect, Buyer shall reimburse all of Drexel Metals' third-party expenses incurred in connection with the investigation of the claim.

Drexel Metals recommends that there be a systematic fresh water rinse maintenance program in effect in the areas of salt concentration (such as adjacent to the seashore and/or industrial atmospheres) so as to prevent the accumulation of concentrated mineral deposits.

Stipulations and Limitations for Remedy:

Drexel Metals Inc.'s liability for breach of this warranty shall be limited exclusively to the cost of either repairing non-conforming sheets or panels or, at Drexel Metals Inc.'s sole option, of furnishing F.O.B. Buyer's plant, sufficient sheet product to enable Buyer to fabricate replacement panels for the non conforming panels and labor to fabricate replacement parts.

1. All products (Coils/Flats/MetShield UnderlaymentsClips/Screws/Paint Pens) used during the intial installation must be supplied by Drexel Metals Inc. and manufactured by a qualified and registered DM-ARM Member.
2. Claims must be promptly reported in writing to Drexel Metals Inc. and Drexel Metals Inc. shall be given a reasonable opportunity to inspect the sheets or panels claimed to be non-conforming. Adequate identification of the material involved in the claim, including the date of installation, order number, coil number, invoice number and date of shipment must be established by the Buyer.
3. The Drexel Metals Gold Standard Warranty is a Transferrable Warranty dated back to the original date of installation.
4. Buyer shall exercise diligence in the inspection of material as received from Drexel Metals Inc. so as to mitigate repair or replacement.
5. Drexel Metals Inc. extends this warranty solely to the owner.
6. Drexel Metals Inc. reserves the right to terminate this warranty at any time (except as to orders already accepted) upon giving of
7. written notice thereof.
8. This Warranty becomes effective only upon presentation of paid invoices from contractor/owner to manufacturer/installer and to Drexel Metals Inc.. In no event will future claims be honored if the above payments have not been made.

This is our complete warranty. The laws of the Commonwealth of Kentucky, USA, hereunder shall govern the rights and obligations of the parties. 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 Louisville, KY USA. The language of the arbitration shall be English. Drexel Metals Inc. makes no guarantees, either expressed or implied beyond the fact hereof; including, with limitation, warranties of fitness and merchantability and shall have no other liability with respect thereto.

Other Conditions:

Drexel Metals Inc. shall process any warranty claims under the limited warranty provided by the original manufacturer, Akzo Nobel Coatings, Inc., of the Trinar® paint. The limited warranty for the Trinar® paint from Akzo Nobel Coatings, Inc. is the sole warranty related thereto. Any and all previous warranties, whether express or implied, provided by Drexel Metals, Inc. arising from the Trinar® paint from Akzo Nobel Coatings, Inc. are hereby superseded.

Drexel Metals Inc.



Brian Partyka
Partner

Date: _____