35-Year Limited COOLR Coastal “Paint” Warranty For Aluminum Substrates

EXCLUSIVE WARRANTY

This Warranty (collectively, the “Warranty”) is issued by Sheffield Metals Cleveland, LLC, dba Sheffield Metals International (hereinafter referred to as “Sheffield”), to the customer identified in this Certificate (hereinafter referred to as “Customer”) and applies to the finish on Aluminum flat sheet and coil products (hereinafter referred to as the “Product”) with PVDF based coating consisting of KYNAR 500® or Hylar 5000® resin (hereinafter referred to as the “Coating”) if erected anywhere within the Continental United States including Alaska, Hawaii and Canada.

1. Subject to the provisions contained herein, Sheffield warrants that during the Thirty-Five (35) Year Warranty Period, Sheffield’s COOLR stock Coatings will not chip, crack, peel, flake or check (except for such slight crazing or cracking as may occur on tightly roll-formed edges or break under the time of roll-forming or other fabrication of pre-painted sheet or coil and which is accepted in the industry as standard). Subject to the provisions contained herein, Sheffield warrants that for Thirty-Five (35) years from the date of installation of panels, the Coating will not chalk in excess of ASTM D-4241-89 method D6659 number eight (8) rating, or change color more than Five (5.0) Hunter ΔE units as determined by ASTM method D-2244-2. Color change will be measured from an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed surface. It is understood that fading or color change or embossing due to normal weathering (i.e. exposure to sunlight and extremes of temperature and weather) of the originally installed products, this condition shall not be indicative of a defect.

2. This Warranty does not apply to circumstances beyond Sheffield’s control, including:
   a. Coated product is installed beyond the water’s edge.
   b. Significant differences in insulation below the coated metal panel.
   c. Fire or other casualty or physical damage;
   d. Unusual harmful fumes, foreign substances in the atmosphere or standing water.
   e. Improper treatment of or defects in the metal or in the fabrication or areas where items such as snow guards or solar panels are attached / adhered to the product.
   f. Intermittent or continual submersion in water or any other liquid or solid material;
   g. Damage from wind, deliberate damage, improper handling by erectors, from abrasive or chemical cleanings.
   h. Mishandled Products, e.g., ANY PRODUCT WHICH HAS BEEN BUNED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED, OR STORED CONTRARY TO OUR INSTRUCTIONS.
   i. Embossing that fractures or severely stretches the film (i.e. film is diminished at the point of emboss by greater than 0.2 mils.)
   j. Any damage caused by failure of the building owner to perform a “sweet water” / fresh tap water rinse twice a year, or more frequent, to avoid salt residue accumulation.

3. This Warranty does not cover damage or deterioration resulting from atmospheric conditions (i.e. rain, wind, hail, snow, sun or other normal weathering), exposure to corrosive, aggressive, harmful or other abnormal atmospheric conditions, including, but not limited to:
   a. Areas subject to fallout exposure to corrosive chemicals, ash, fumes, cement dust, animal waste, or it’s decomposition by-products, fallout from copper, lead, nickel or silver mining or refining operations and carbon black;
   b. Conditions/circumstances where corrosive fumes or condensation are generated or released inside the building;
   c. Areas subject to water run-off from lead or copper flashing or piping or areas in contact with lead or copper or lumen containing same;
   d. All Warranty work will be performed by Sheffield, or any company, dealer, distributor, or contractor selected by Sheffield. Since there may be a color variance between the replacement or repaired Product and the originally installed Product, the related warranty for the replacement or repaired Product shall be for a period of ten (10) years from the date of installation.
   e. Sheffield’s COOLR stock Coatings will not chip, crack, peel, flake or check (except for such slight crazing or cracking as may occur on tightly roll-formed edges or break under the time of roll-forming or other fabrication of pre-painted sheet or coil and which is accepted in the industry as standard). Subject to the provisions contained herein, Sheffield warrants that for Thirty-Five (35) years from the date of installation of panels, the Coating will not chalk in excess of ASTM D-4241-89 method D6659 number eight (8) rating, or change color more than Five (5.0) Hunter ΔE units as determined by ASTM method D-2244-2. Color change will be measured from an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed surface. It is understood that fading or color change or embossing due to normal weathering (i.e. exposure to sunlight and extremes of temperature and weather) of the originally installed products, this condition shall not be indicative of a defect.

6. NOT WITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SHEFFIELD’S LIABILITY SHALL NOT EXCEED THE LESSER OF THE FOLLOWING: (i) THE CUSTOMER’S LIABILITY DIRECTLY ATTRIBUTABLE TO A BREACH OF THIS WARRANTY, OR (ii) THE REPLACING OR REPAIRING OF THE DEFECTIVE MATERIAL, OR (iii) SHEFFIELD’S OPTION, REFUND OF THE PURCHASE PRICE WHICH SHALL NOT EXCEED AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO SHEFFIELD BY THE CUSTOMER FOR THE PURCHASE OF THE DEFECTIVE PRODUCT WHICH SHALL NOT BE LIABLE TO SHEFFIELD FOR BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER LIABILITIES OTHER THAN PROPERTY DAMAGE, LOSS OF PROFIT, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY PRODUCT OR COATING TO COMPLY WITH THE PROVISIONS OF THIS LIMITED WARRANTY.

10. Customer acknowledges that Sheffield is not the manufacturer or applicator of the coating warranted herein and agrees that any issues arising from or related to the exceptions set forth herein shall be determined finally and conclusively as to Customer, by the original manufacturer.

11. Due to pigment limitations, Matte Black is covered by a two year (2) rating for fade, and nine (9) years for chalk, and Fine (F) and Matte (M) coatings by a period of ten (10) years from installation. Sheffield’s Antique Colors are covered by a number eight (8) rating for fade and a period of twenty (20) years from installation. S/L Antique Black is covered by a number eight (8) rating for fade and a period of twenty (20) years from installation. Copper and other metallic colors have no rating available for color change.

12. This Warranty applies solely to Sheffield “inventoried stock” colors. Custom matched colors and non-inventoried items may have different Warranty terms, or not be warranted.

13. For this Warranty to apply, the Customer must retain certain records. In order for Sheffield to process a claim, we will need to be told the original coil or skid tag number. Also the building owner shall perform a “sweet water” / fresh tap water rinse twice a year, to avoid salt residue accumulation in accordance with AAMA 610.1-1979, records must be kept of the maintenance.

14. THIS WARRANTY IS GIVEN AS THE SOLE AND EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY BY OR AGAINST SHEFFIELD, AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES, ARE MADE, AND ANY SUCH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. CUSTOMER WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST THE SELLER, AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED AS THE EXCLUSIVE INDEMNITY OF SHEFFIELD. SHEFFIELD SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SHEFFIELD HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY. THIS WARRANTY IS EXPRESSED TO CUSTOMER ALONE AND NO OTHERS, IS NON-TRANSFERABLE AND NON-ASSIGNABLE, AND MAY NOT BE ENLARGED IN ITS SCOPE BY ANY REPRESENTATIVE, SALES PERSON, AGENT OR OTHER EMPLOYEE OF SHEFFIELD. THE CUSTOMER SHALL NOT PERMIT ANYONE TO CLAIM OR IMPLY THAT THIS WARRANTY EXTENDS OR CAN BE “PASSED THROUGH” TO ANYONE OTHER THAN THE CUSTOMER. THIS PROVISION IS A MATERIAL TERM OF THIS WARRANTY AND ITS VIOLATION OR BREACH BY CUSTOMER OR ANY OF CUSTOMER’S AGENTS OR REPRESENTATIVES, SHALL VOID AND CANCEL THIS WARRANTY FOR ALL PURPOSES.

SHEFFIELD SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSES AND/OR LIABILITIES ARISING FROM OR RELATED TO THE DESIGN, USE OR FAILURE OF THE PRODUCT OR COATING, FOR THE INTERUPTION OF THE CUSTOMER’S OPERATIONS OR BUSINESS, FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PRODUCT OR COATING, FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER OR LOSS OF PROFIT OR OTHER FINANCIAL LOSS ARISING OUT OF THE USE OR FAILURE OF THE PRODUCT OR COATING, EVEN IF SHEFFIELD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SHEFFIELD METALS CLEVELAND, LLC

EXECUTIVE VICE PRESIDENT

Date: “Sheffield”

Issued To: For: Job: Color:

Completion Date: R091808

SIGNATURE:

This Warranty is not valid unless signed by an authorized employee or agent of Sheffield.

SHEFFIELD METALS CLEVELAND, LLC

Name Printed: Adam Mazzella

Title: Executive Vice President

Date: 

By: 

Job: 

Color: 

R091808