

MILLENNIUM METALS INC. LIMITED 35 YEAR  
WARRANTY FOR KYNAR500/HYLAR5000 PVDF RESIN COATED PANELS

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_ INVOICE \_\_\_\_\_

MILLENNIUM METALS INC. WARRANTS THE PANELS EFFECTIVE ON THE ABOVE INVOICE WILL PERFORM IN ACCORDANCE WITH THE FOLLOWING PAINTED WARRANTY UNDER NORMAL ATMOSPHERIC CONDITIONS.

THIS WARRANTY IS FOR PAINTED GALVALUME (ZINC ALUMINUM SHEET) OR PAINTED GALVANIZED (ZINC SHEET) SOLD IN THE CONTINENTAL UNITED STATES. THIS WARRANTY ONLY APPLIES TO THE TOP COATING.

**FILM INTEGRITY:** FILM INTEGRITY IS WARRANTED FOR A PERIOD OF 35 YEARS. PAINT WILL NOT CRACK, CHECK, FLAKE, CHIP, OR PEEL (NOT TO BE CONFUSED WITH HAIRLINE CRAZING, WHICH OCCURS DURING ALL FABRICATION) FOR A PERIOD OF 35 YEARS.

**CHALK RATING:** WILL NOT CHALK IN EXCESS OF A NUMBER 8 RATING FOR A PERIOD OF 35 YEARS WHEN MEASURED BY ASTM D 4214 METHOD A.

**FADE RATING:** WILL NOT FADE IN EXCESS OF MORE THAN 5 DELTA E HUNTER UNITS FOR A PERIOD OF 35 YEARS WHEN MEASURED BY ASTM D 2244 ON CLEAN SURFACES AFTER REMOVING DIRT, OTHER SURFACE DEPOSITS AND CHALK PER ASTM D 3964. IT IS UNDERSTOOD THAT FADING AND COLOR CHANGE RESULTING FROM UNEVEN SUN EXPOSURE CANNOT BE WARRANTED.

EXCLUSIONS AND LIMITATIONS:

- A. ANY ACT OF GOD SUCH AS FIRE, HURRICANE, TORNADO, HAIL, STRONG GALES, WINDS, LIGHTNING, FLOOD, OR OTHER ENVIRONMENTAL PHENOMENA OF THE ELEMENTS.
- B. DELIBERATE DESTRUCTION TO MATERIALS SUCH AS VANDALISM, RIOTS, AND EXPLOSIONS.
- C. THIS WARRANTY DOES NOT COVER FAILURES FROM EDGE CORROSION OR FAILURE OF THE METAL SUBSTRATE.
- D. SETTLEMENT OF THE ROOF DECK, WALLS, OR FOUNDATION OF THE PROJECT, CONSIDERED STRUCTURAL DAMAGE.
- E. AREA'S SUBJECT TO SALTWATER MARINE ATMOSPHERE OR TO CONSTANT SPRAYING OF SALTWATER WHICH INCLUDES APPLICATIONS WITHIN 1000 METERS (3250 FEET) OF THE ABOVE.
- F. AREA'S SUBJECT TO FALLOUT OR CHEMICALS SUCH AS BUT NOT LIMITED TO FUMES, ASH, SALTS, DIRT, GREASE, CEMENT DUST, ANIMAL WASTE, OR PESTICIDES.
- G. AREA'S SUBJECT TO RUNOFF FROM DISSIMILAR METALS SUCH AS LEAD OR COPPER FLASHINGS.
- H. CONDITIONS WHERE CORROSIVE FUMES OR CONDENSATION FROM STEAM OR HEAT IS GENERATED OR RELEASED FROM INSIDE THE BUILDING.
- I. THE WARRANTY ONLY APPLIES IF INSTALLATION OF PANELS, TRIMS, SEALANTS AND ACCESSORIES MEETS THE REQUIREMENTS OF OUR INSTALLATION MANUEL.
- J. WHEN INSTALLED ON SLOPES OF LESS THAN 3/12 WHEN USING AS ROOFING PANELS UNLESS OTHERWISE ISSUED IN WRITING BY MILLENNIUM METALS.
- K. FAILURE TO REMOVE DEBRIS FROM ROOF THAT MAY RESULT IN IMPROPER DRAINAGE OF THE PANEL OR ROOF. I.E. STANDING WATER.
- L. ANY DAMAGE DONE TO THE PANEL BY IMPROPER SCRUBBING, SCOURING, OR CHEMICAL REACTIONS FROM UNAPPROVED CLEANING PROCEDURES. A COPY OF APPROVED CLEANING MEASURES WILL BE PROVIDED UPON REQUEST.
- M. REACTIONS CAUSED BY WET LUMBER, GREEN LUMBER, WET INSULATION, OR ANY OTHER CORROSIVE ELEMENT IN DIRECT OR INDIRECT CONTACT WITH ROOFING OR SIDING PANELS. INCLUDING BUT NOT LIMITED TO LEAD/GRAPHITE PENCILS, CHALK, OR OTHER MARKING DEVICES.
- N. TRAFFIC ON THE ROOF AREA CAUSING STAINING, OR STAINING BY ANY UNKNOWN SUBSTANCE UNRELATED TO METAL MANUFACTURING.
- O. DETERIORATION OF THE PANELS CAUSED BY PANEL CONTACT WITH INFERIOR FASTENERS. SELECTION OF LONG LIFE FASTENERS, EITHER ULTIMATES PRODUCED BY ATLAS BOLT AND SCREW OR ZACS PRODUCED BY SFS INTEC. SELECTION OF PROPER FASTENERS RESTS SOLELY WITH THE BUYER.
- P. STAINING OF THE PANEL CAUSED BY FAILURE TO REMOVE SHAVINGS PRODUCED BY FIELD CUTTING OR APPLICATION OF SCREWS.
- Q. THIS WARRANTY BECOMES NULL AND VOID ONCE ANY PANEL HAS BECOME REPAINTED WITH THE INTENTION TO MAKE MORE COSMETICALLY PLEASING OR MASK SUBSTRATE FAILURE.

THIS WARRANTY WILL BE SUBJECT TO THE LIMITATIONS AND CONDITIONS ABOVE. ALL STIPULATIONS ARE SET FORTH BELOW. THE CONDITION OF LIABILITY, RIGHTS, OBLIGATIONS, AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM THE NONCONFORMING PANEL SHALL BE GOVERNED BY THE LIMITATIONS AND CONDITIONS WITHIN THIS WARRANTY.

MILLENNIUM METALS INC. FOR BREACH OF THIS WARRANTY WILL BE LIMITED TO THE COST OF REPLACEMENT AND REPAIRING OF RUPTURED, PERFORATING OR STRUCTURALLY FAILING PANELS. MILLENNIUM METALS WILL HAVE THE SOLE DISCRETION TO DETERMINE IF THE FAILING PANELS WILL BE REPAINTED OR REPLACED TO FULFILL ITS OBLIGATION. MILLENNIUM METALS EXPENSE WILL NOT EXCEED THE ORIGINAL COST OF THE MATERIAL WITHIN THE FIRST YEAR AND WILL BE REDUCED BY 2.85% FOR EVERY YEAR PAST THE ORIGINAL INVOICE DATE. ANY REPLACEMENT MATERIALS WILL BE FOB OUR PLANT.

MILLENNIUM METALS WILL ASSUME NO LABOR COST EXPENDED BY THE INSTALLER OR OTHER PARTY IN REPAINTING OR REPLACING FAILING SHEETS. MILLENNIUM METALS WILL ACCEPT NO LIABILITY FOR ANY SPECIAL DEADLINES, UNLOADING, INDIRECT CHARGES OR CONSEQUENTIAL DAMAGES EITHER SPECIFIC OR INCIDENTAL OR COMPENSATORY DAMAGES TO ANYONE AS A RESULT OF PANELS NOT CONFORMING.

ALL CLAIMS MUST BE REPORTED IN WRITING WITHIN 30 DAYS OF DISCOVERY. MILLENNIUM METALS INC. MUST BE GIVEN AMPLE TIME TO INVESTIGATE THIS CLAIM AND INSPECT AFFECTED PANELS. BUYER MUST SUBMIT PROOF OF PURCHASE AT THE TIME OF THE CLAIM. THIS INCLUDES THE ORDER NUMBER, INVOICE NUMBER, AND DATE OF SHIPMENT. BUYER SHALL EXERCISE DILIGENCE IN INSPECTING PANELS AS TO MITIGATE ANY EXPENSE TO MILLENNIUM METALS.

THE WARRANTY IS EXTENDED TO THE SAID PARTY ABOVE ONLY AND IS NON-TRANSFERABLE AND NON-ASSIGNABLE. SHOULD THE BUYER BECOME INSOLVENT, BANKRUPT, MAKE ANY ASSIGNMENT FOR THE BENEFIT OF ITS CREDITORS OR FOR ANY REASON DISCONTINUED ITS NORMAL OR REGULAR BUSINESS PRACTICE, THIS WARRANTY WILL BECOME NULL AND VOID AND OF NO LEGAL EFFECT.

ANY PANEL REPAIRED OR REPLACED IN ACCORDANCE WITH OUR WARRANTY SHALL NOT HAVE THE ORIGINAL WARRANTY PERIOD EXTENDED. I.E. THERE WILL BE NO WARRANTY UNLESS OTHERWISE STATED IN WRITING BY MILLENNIUM METALS INC.

MILLENNIUM METALS RESERVES THE RIGHT TO TERMINATE OR MODIFY THIS WARRANTY UPON WRITTEN NOTICE EXCEPT WITH RESPECT TO ORDERS ALREADY ACCEPTED.

THE LAW OF THE STATE OF FLORIDA SHALL GOVERN THE RIGHTS AND DUTIES OF THE PARTIES UNDER THIS AGREEMENT AND JURISDICTION AND VENUE IS FIXED IN DUVAL COUNTY FLORIDA. THIS WARRANTY IS A FULL AND COMPLETE AGREEMENT OF THE PARTIES AND SHALL NOT BE MODIFIED, ALTERED, OR EXTENDED EXCEPT IN WRITING AND SIGNED BY AN OFFICER OF MILLENNIUM METALS AND THE BUYER.

MILLENNIUM METALS MAKES NO OTHER GUARANTEES OR WARRANTIES EITHER EXPRESSED OR IMPLIED, LIMITED OR OTHERWISE. EXCEPT AS SET FORTH WITHIN THIS WARRANTY INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL HAVE NO OTHER LIABILITY WITH RESPECT OF

BUYER \_\_\_\_\_ ERECTOR: \_\_\_\_\_

MILLENNIUM METALS OFFICER \_\_\_\_\_

SCOTT GRAMLING/TONYA STEELE