

November 6, 2020

**Dura Coat Products Inc.
Durapon70® PVDF Coil Coating
40 Year Limited Warranty**

Dura Coat Products, Inc. provides the following warranty concerning the use of Dura Coat's Durapon 70® PVDF coil coating paint system for metal building panels and accessories to:

**Metallion Industries, Inc.
850 NW Park Avenue
Estacada OR 97023**

Dura Coat Products, Inc. (Dura Coat) warrants to **Metallion Industries, Inc.** ("Metallion") that the Durapon70® PVDF Coil Coating System, including primer and backer, when applied over properly cleaned and chemically treated Aluminum, Hot Dipped Galvanized Steel, and Aluminum/Zinc coated steel in accordance with Dura Coat Products Inc. application and DP70 data sheets, will not under normal atmospheric conditions, in the United States and Canada:

- A. Crack, Check, or Peel for a period of (40) forty years from date of installation (except for such crazing that may occur on tightly roll-formed edges and brake bends).
- B. Chalk in excess of a numerical rating of eight (8) for a period of (30) thirty years from date of installation when measured in accordance with the standard procedures outlined in ASTM D-4214
- C. Fade or change color in excess of five (5) Delta E (Hunter) units for a period of (30) thirty years from date of installation when calculated in accordance with ASTM D-2244. The color change is to shall be measured on an exposed painted surface cleaned of surface soils and oxidation (chalk), and the corresponding values then measured on the original or exposed painted surface. It is understood that fading or color change may not be uniform if the surfaces are not equally exposed to the sun and elements.

THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. This warranty is restricted to failures resulting from normal weathering and does not include coating failures caused by scratches, scrapes or any other unnatural damage including improperly formed, fabricated or embossed material. Dura Coat accepts no liability for damages caused by acts of God, radiation, falling objects, explosions, or other external forces beyond Dura Coat's control. This warranty does not cover any kind of substrate corrosion, including corrosion at the cut edges of a building panel.
2. Dura Coat does not accept damage to the DP70 occasioned by moisture or other contamination detrimental to the DP70 attributable to improper storage prior to installation, damage to the DP70 occasioned by condensation attributable to improper packaging, handling, shipping, processing and or installation, and does not cover paint film failure due to the failure of the substrate.

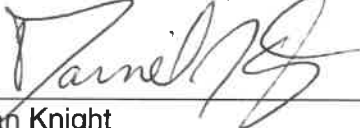
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3. This warranty excludes failures caused by standing water, and direct exposure to corrosive and aggressive atmospheres including animal waste products. This warranty does not cover failure due to salt spray corrosion.
4. Dura Coat's responsibility liability is limited and extends only to the direct cost of refinishing or replacing failed coated substrate and in no event shall Dura Coat's liability exceed the original purchase price of the coated metal panels, trim, and flashing. Dura Coat cannot accept liability for loss or damage to other property or equipment, loss of profits or sales, or any other claims relative to standard business interruption, or any other incidental or consequential damages. This warranty does not cover, nor does Dura Coat accept any financial responsibility for tear down, removal or reinstallation of solar panels, or any other attachments previously added to the roof or its surface.
5. Dura Coat reserves the right to establish whether repainting or replacing material is required and to approve and participate in the negotiation of any subcontracted material replacement, installation, or refinishing. After replacement or re-finishing, the repaired area will be considered installed as of the original project installation date for the purpose of the application of this warranty. This warranty will be in effect for the remainder of the warranty period applicable to the metal originally coated.
6. Claims under this warranty must be submitted in writing within forty-five (45) days of discovery of the warranted performance failure. Upon review, Dura Coat may, at its discretion, choose to remediate said claim under the terms and conditions outlined in the warranty document or inspect the project. Dura Coat requires the opportunity for site failure inspection and investigation. Dura Coat also reserves the right to solely evaluate and determine its obligation under the terms and conditions of this limited warranty.
7. **METALLION** shall maintain, or have access to, adequate records to identify the coil coater, coil numbers, DP70 identification and date of installation. In the event of a claim, Dura Coat reserves the right to inspect all records mentioned above.
8. This warranty is extended to **METALLION** alone at the purchase of the coating system and shall not inure to the benefit of any other party. Dura Coat's warranty and name(s) are not to be used in any warranty given by **METALLION**. This warranty is non-transferable and non-assignable by **METALLION**, and **METALLION** shall not permit its agents, representatives, customers, distributors, applicators, or contractors to claim, represent, or imply that this warranty extends to or is available to anyone other than **METALLION**. Dura Coat is not responsible for any warranty **METALLION** chooses to provide to its customers concerning the performance of Dura Coat's products.
9. Dura Coat reserves the right to terminate this warranty at any time upon thirty (30) days advance notice, except with respect to any DP70 which has already been shipped to **METALLION**. This Limited Warranty automatically expires upon any change or transfer of ownership of the property on which the metal coated with DP70 is originally installed.

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10. This limited warranty supersedes any and all other warranties of performance, expressed or implied, by Dura Coat. Any modifications, additions, or adjustments made to this warranty must be officially added as a signed written amendment.
11. This limited warranty shall be governed by and interpreted in accordance with, the laws of the State of Alabama.
12. Dura Coat Products, Inc. and the **METALLION** have signed this Agreement as of the date set forth below. This agreement is not in effect unless **METALLION** counter signs and returns the warranty within 30 days of Dura Coat signing this agreement.

Dura Coat Products, Inc.



Dan Knight
Vice President, General Manager

11/9/2020

Date

Metallion Industries, Inc.



Nolan Bechtel

11-10-20

Date