

Your Metal Roofing,
Siding, & Building
Supplier



**METALLION
INDUSTRIES**

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FLUROPON®
EXCLUSIVE LIMITED WARRANTY

Mettallion Industries, Inc. (“**Seller**”) hereby provides and grants this **exclusive limited warranty** (this “**Warranty**”) to its original purchaser (“**Buyer**”) of steel coils coated with Fluropon®, Fluropon® Extreme, Fluropon® Premier, Fluropon® Classic or Fluropon® Classic II coil coating (“**Fluropon®**”).

WARRANTY CONDITIONS. Seller warrants, subject to the terms and conditions set forth below, the Fluropon® applied to the steel coil(s) sold by Seller to Buyer solely for use as steel building roofing and siding panels, if any of the following Warranty Conditions occur during the time period specified in the attached Warranty Table:

1. The Fluropon® exhibits cracking, flaking or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Warranty Conditions do not include, and this Warranty does not apply to, failures due to substrate corrosion and/or minute fracturing, which may occur in proper fabrication of the building parts.
2. The Fluropon® chalks in excess of ASTM D-4214 method A number 8 rating when properly maintained as described herein.
3. The Fluropon® changes color more than five (5.0) Hunter delta-E units as determined by ASTM method D-2244. 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. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and Seller does not warrant that color changes will be uniform.

GEOGRAPHIC LIMITATIONS. This Warranty applies only to Fluropon® used on buildings within the continental United States, Alaska and Canada.

WARRANTY EXCLUSIONS AND SITUATIONS. Without otherwise expanding upon the Warranty, Warranty Conditions do not include, and this Warranty does not apply to, any damage or condition resulting from circumstances beyond Seller’s control, including without limitation any of the following:

1. Acts of God, falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond Seller’s control;
2. Harmful fumes or foreign substances in the atmosphere, or salt spray; no Warranty is provided for Fluropon® on any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from a salt-water environment;
3. Improper or inadequate pretreatment of the substrate metal;
4. Defects in the substrate metal or in its fabrication or embossing, including any corrosion or loss of adhesion as a result of the substrate fabrication or embossing process;
5. Significant differences in insulation below the coated metal panel;
6. Fluropon® which has been damaged due to moisture entrapment in coils and/or bundles during transit to, or storage by, Buyer or which has been installed or stored by Buyer in such a way that allows standing water on the coating;
7. Failures or damage resulting from corrosion at cut/bare edges or failure of the metal substrate;
8. Fluropon® that has been installed or stored by Buyer in such a way that allows contact with animals or animal waste;
9. Development of any other condition between the coating and the substrate which causes the coating to degrade or delaminate, including any failure or deficiency in the cleaning process or pretreatment;
10. Mishandling by Buyer of any substrate coated with Fluropon®, including abuse, alteration, modification, improper use, or storage thereof; and
11. Attachment or adhesion of materials or items such as snow guards and solar panels to the coating.

EXCLUSIVE REMEDY. If a Warranty Condition occurs and all the other requirements of this Warranty are satisfied, the sole and exclusive remedy available to Buyer is as follows: Seller shall, at Seller's option and at its sole discretion, pay or reimburse Buyer for reasonable labor and material costs necessary to repaint, repair or replace the metal panels showing the Warranty Condition. Except as expressly provided above, Seller shall not be liable for any costs or expenses associated with the metal panels showing the Warranty Condition. The Warranty shall apply to any metal panels that were repainted, repaired or replaced due to a Warranty Condition, but only for the unexpired portion of the Warranty period with respect to the original metal panel.

LIMITATION OF DAMAGES. THE LIABILITY OF SELLER ARISING OUT SUPPLYING OR SELLING STEEL COILS COATED WITH FLUROPON®, OR ITS USE BY BUYER OR BUYER'S CUSTOMER, WHETHER BASED UNDER BREACH OF CONTRACT OR WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE STEEL COILS COATED WITH FLUROPON® RECEIVED BY SELLER. THE REMEDIES SET FORTH ABOVE SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER WHETHER THE CLAIMS OF BUYER ARE BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER FOR ANY **INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES**, WHETHER BASED UPON LOST GOODWILL, LOST PROFITS, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, PROPERTY DAMAGE, LOSS OF USE, EXPENSES OF RECALL, OR OTHERWISE.

DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTY HEREIN STATED, SELLER MAKES NO WARRANTIES, REPRESENTATIONS, GUARANTEES, AFFIRMATIONS OF FACT OR PROMISES, EITHER EXPRESS OR IMPLIED. SELLER HEREBY EXCLUDES AND DISCLAIMS THE IMPLIED WARRANTIES OF **MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE** or **FREEDOM FROM PATENT INFRINGEMENT.**

WARRANTY TABLE

Fluropon® – Standard Colors Product	Film Integrity Warranty (Warranty Condition No. 1) (Years From Date of Coating Application)	Color Change Warranty (Warranty Condition No. 3) (Years From Date of Installation of Coated Panels)	Chalking Warranty (Warranty Condition No. 2) (Years From Date of Installation of Coated Panels)
Fluropon®	35	30	30
Fluropon® Extreme (Hardcoat)	35	30	30
Fluropon® Premiere (requires clear coat)	20	20	20
Fluropon® Classic (requires clear coat - Metallic)	20	N/A	20
Fluropon® Classic II (Mica)	20	N/A	20

Project Owner Name: _____ **Invoice #:** _____

Project Address: St: _____

City: _____ **State:** _____ **Zip:** _____ **Email:** _____

Panel Type: _____ **Gauge:** _____ **Color:** _____

Paint Manufacturer: _____ **Mill:** _____ **Coil#:** _____

Owner Signature: _____ **Date:** _____

Metallion Ind. Inc.: _____ **Date:** _____