

(date)dd

CERAM-A-STAR® 1050 LIMITED WARRANTY

AKZO NOBEL COATINGS INC. ("AKZONOBEL") extends the following limited paint warranty to XX ("ZZ") on its CERAM-A-STAR® 1050 for use in coating coils of metal which will be fabricated by ZZ into commercial, industrial and residential building construction products installed in the United States and Canada. This is not a corrosion warranty.

SECTION A: LIMITED WARRANTY

AKZONOBEL warrants that CERAM-A-STAR® 1050 will conform to the performance standards listed below (the "Limited Warranty"):

1. Within 40 years from the date of installation, CERAM-A-STAR® 1050 will not peel, flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation. NOTE: Slight crazing or cracking may occur on roll-formed edges or break bends at the time of forming, and is considered standard—such crazing or cracking shall not constitute a basis for complaint under this Limited Warranty. *Further, failure due to substrate issues including, but not limited to corrosion is not covered by this Limited Warranty. Various metals may react differently under different atmospheric conditions.*
2. Within 30 years from the date of installation:
 - a. Vertical panels of CERAM-A-STAR® 1050 will not change color more than five (5) Delta E (Hunter units) and non-vertical panels will not change more than seven (7) Delta E (Hunter units) when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964. It is understood that color change may not be uniform if the surfaces are not equally exposed to solar radiation and other elements; and
 - b. Vertical panels of CERAM-A-STAR® 1050 will not chalk more than a number eight (8) rating and non-vertical panels will not chalk more than a number six (6) rating when measured per ASTM D 4214, Method A.

Certain bright, saturated, non-standard colors are not attainable without using formulations that are more susceptible to the effects of outdoor weathering, and as such will carry reduced warranty coverage. AKZONOBEL will inform you in writing at the time of color matching if the color is subject to reduced warranty coverage.

SECTION B: REMEDY

If AKZONOBEL's CERAM-A-STAR® 1050 fails to comply with the Limited Warranty, AKZONOBEL, at our option, will repaint; supply replacement panels; or refund (the original panel purchase price, appropriate documentation required), for the defective panels exhibiting the conditions described above (the "Warranty Benefits"). 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 Warranty will continue to apply to any metal panels that were repainted 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 AKZONOBEL's investigation indicates that the claimed defect is not covered by this Limited Warranty, ZZ shall reimburse all of AKZONOBEL's third-party expenses incurred in connection with the investigation of the claim.

SECTION C: LIMITED WARRANTY EXCLUSIONS

AKZONOBEL cannot and does not control the circumstances of application of CERAM-A-STAR® 1050. Therefore, this Limited Warranty only applies when CERAM-A-STAR® 1050 topcoats are applied as part of a complete AKZONOBEL system. A complete AKZONOBEL system means a CERAM-A-STAR® 1050 topcoat applied onto *properly cleaned and pretreated* metal which has been primed with an approved AKZONOBEL primer on both sides of the metal sheet, and which has been coated with an approved AKZONOBEL backer coating on the reverse side, all per specifications on the AKZONOBEL Product Data Sheet. AKZONOBEL does not warrant the use of CERAM-A-STAR® 1050 topcoats with non-AKZONOBEL coatings or when mixing of different products, (i.e. different product codes, different formulations, different qualities) on the same project when installed in a manner whereas weathering differences are visually noticeable. Warranty Benefits are only available for complete AKZONOBEL coatings systems.

This Limited Warranty does not apply to other causes of degradation, including:

1. Failure to fabricate the pre-painted coil coated with CERAM-A-STAR® 1050 within 6 months after coating can affect fabrication properties that may void the warranty.
2. Failures or damage resulting from under-film or edge corrosion, or failure or defects of the metal substrate;
3. Acts of God, falling objects, explosions, fire, external forces or other circumstances beyond our control;
4. CERAM-A-STAR® 1050 which is applied to other than first quality aluminum, Galfan®, Galvalume® steel, or galvanized steel;
5. CERAM-A-STAR® 1050 which is not applied in accordance with good practice in the coil coating industry, including proper cleaning and pretreatment of the substrate;
6. Mishandling of any substrate coated with CERAM-A-STAR® 1050, including abuse, modification, improper fabrication, storage or use;
7. Failure to properly clean and remove organic debris including but not limited to tree leaves, tree limbs, pine needles, dirt, fungus, moss;
8. CERAM-A-STAR® 1050 that has been stored/installed in such a way that allows contact with animals or animal waste;
9. Harmful fumes or foreign substances in the atmosphere, or salt spray;
10. CERAM-A-STAR® 1050 which has been damaged due to moisture entrapment in coils and/or bundles during transit or storage or which has been stored or installed in such a way that allows standing water on the coating;
11. Significant differences in insulation below coated metal panel;
12. Where materials / items are attached / adhered to the product.

SECTION D: ZZ's OBLIGATIONS

To receive Warranty Benefits under this Limited Warranty, ZZ must:

1. Advise AKZONOBEL in writing of any claimed violation of this Limited Warranty within thirty (30) days of receiving notice thereof; and
2. Promptly afford AKZONOBEL the opportunity to inspect the installation/defective metal parts; and
3. Provide documentation as deemed necessary to confirm the complaint, including original owner's proof of purchase, records sufficient to identify the batch number and application date of the CERAM-A-STAR® 1050 system involved, production records, quality control records from the coater showing compliance with AKZONOBEL application specifications and the results of tests required by those specifications; and
4. Require the coil coater to send AKZONOBEL two (2) representative samples (each 12" x 12") of metal coated with each batch of CERAM-A-STAR® 1050 (as identified by batch number) promptly following its coating, identifying the number of the coil, the date of the coating, the CERAM-A-STAR® 1050 batch number applied, the type of substrate, the type of pretreatment and sealer and the name of the party who will fabricate the coil into building construction products; and
5. Maintain records for the duration of the limited warranty coverage that will identify the master coil number for each building erected in the field and shall make such records available to AKZONOBEL.

SECTION E: EXCLUSION OF OTHER WARRANTIES / LIMITATION OF LIABILITIES

Except for this Limited Warranty, AKZONOBEL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, OR FREEDOM FROM PATENT INFRINGEMENT.

Except as provided in this Limited Warranty, AKZONOBEL has no other liability with respect to the CERAM-A-STAR®1050 system, whether based on contract, negligence, strict liability in tort, or otherwise. AKZONOBEL WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims of customers of ZZ for business or service interruptions..

SECTION F: OTHER TERMS

AKZONOBEL may change or cancel this Limited Warranty on 30 days written notice to ZZ. Any changes will apply only to CERAM-A-STAR® 1050 products sold to ZZ after the notice period expires. This Limited Warranty does not apply to any goods sold prior to the date this document is signed. ZZ agrees that its use of CERAM-A-STAR®1050 is made in reliance upon this Limited Warranty and not upon any other written or oral representation of AKZONOBEL. This Limited Warranty cancels and supersedes any other warranty or statement of performance made in the past or in the future by AKZONOBEL unless such statement is subsequently made in writing as an express amendment of this document.

This is our complete warranty. It is issued only to ZZ, and is not assignable to any other party. AKZONOBEL makes no warranty to ZZ's customers, and is not responsible for any warranty ZZ chooses to provide to its customers concerning the performance of CERAM-A-STAR® 1050 products. This Limited Warranty automatically expires upon any change or transfer of ownership of the property on which the metal coated with CERAM-A-STAR® 1050 is originally installed.

The rights and obligations of the parties hereunder shall be governed by the laws of the State of Ohio, USA. 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 Columbus, Ohio, USA. The language of the arbitration shall be English.

AKZO NOBEL COATINGS, INC.
P. O. BOX 489 - COLUMBUS, OH 43216-0489

AKZO NOBEL COATINGS, INC.

Signed: _____ Date: _____
Greg Bengtson
Title: Director of North America Metal Coatings

Signed: _____ Date: _____
Diane Lentz
Title: Regional Controller – Metal Coatings North America

XX

Signed: _____
Name: _____
Title: _____
Date: _____

**THIS LIMITED WARRANTY IS VOID IF NOT SIGNED AND RETURNED TO
AKZONOBEL WITHIN 45 DAYS OF ISSUANCE.**