

DECORATIVE METALS COATING WARRANTY

To: (“Customer”)

From:

Mitsubishi Plastics Composites America, Inc

Project Name and Location:

Complete Physical Address Required
Including City, State and Zip Code

Commencement Date of Warranty:

Required

Mitsubishi Plastics Composites America, Inc. (MPCA) hereby warrants to the Customer that the Fluorocarbon-based coating on the Aluminum applied to the aluminum materials purchased, by Customer from MPCA will not under normal atmospheric conditions on the coated aluminum for **five (5)** years from the date of shipment.

- A. Peel, except any spray-coated materials, check or crack except for such slight crazing or cracking as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheets, which is accepted as standard; or
- B. (1) Chalk in excess of a numerical rating of 6 measured in accordance with the standard procedures as outlined by the “Standard Methods of Evaluating Degree of Chalking of Exterior Paint” ASTM D4214-89; or
(2) Fade or change in color in excess of **8** color difference units, using ASTM D2244-89 measured on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces, it being understood that fading or color changes may not be uniform if the surface is not evenly exposed to the sun and elements;

and that gloss (60⁰ incident angle) loss will not exceed 40% when measure on exposed painted surfaces which have been cleaned of external deposits and the corresponding values measured on unexposed original painted surfaces. The gloss shall be measured using standard procedures as defined by “Standard Test Method for Specular Gloss”, ASTM D523-89.

This warranty is subject to the following conditions:

- A. Normal atmospheric conditions exclude corrosive or aggressive atmospheres such as those contaminated with chemical fumes, salt or other corrosive elements, including areas within 1000 feet of a body of salt water. MPCA recommends a fresh water cleaning / maintenance program be in effect to prevent corrosion from accumulated deposits
- B. The warranty will not apply to any coated surface, which is not on the exterior surface of a metal building.
- C. The warranty will not extend or cover:
 - (1) cracking or crazing as a result of metal fracture;
 - (2) damage to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the coated metal prior to installation;
 - (3) water damage due to condensation caused by improper packaging of the coated metal prior to installation;
 - (4) damages to the coated metal caused by handling, shipping, processing and/or installation; or
 - (5) damages to the coated metal caused by scratching or abrading after installation; or
 - (6) damages to the coated metal as a result of standing water in horizontal installations;
- D. The warranty will not be applicable to damage or failure which is caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion's, acts of war, or other such similar or dissimilar occurrences beyond MPCA's control.
- E. Customer shall maintain adequate records to establish identification of the coated material and dates of the installation of the coated metal. Customers shall demonstrate that the failure of the coated metal was due to a breach of the warranty stated herein.
- F. MPCA's exclusive liability under this warranty, or otherwise, will be limited to refinishing, repairing or replacing, at MPCA's sole option, the defective coated metal. The warranty on any refinished, repaired or replaced coated metal supplied hereunder shall be for the remainder of the warranty period applicable to the originally coated metal. All warranty work will be performed by a company or contractor selected by MPCA. Color variance between replacement or repainted product and original shall not be indicative of a defect.
- G. Claims under the warranty must be made to MPCA in writing within thirty (30) days after discovery of the defective coating and MPCA must be given a reasonable opportunity to inspect the coated metal claimed to be defective.
- H. MPCA reserves the right to terminate this warranty at any time upon thirty (30) days advance written notice, except with respect to any coated metal which has already been shipped to Customer.

- I. All records and samples Customer is required to prepare and maintain under the terms of this warranty shall be retained by Customer for the warranty period applicable to the coated metal, and in the event of a claim hereunder, MPCA shall have the right to inspect such records and samples,
- J. All notices under or pursuant to this agreement shall be in writing in English and sent by registered or certified mail, postage prepaid, return receipt requested to:

Mitsubishi Plastics Composites America, Inc.
ALPOLIC Materials Division
Customer Service
401 Volvo Parkway
Chesapeake, VA 23320

ALL SUCH NOTICES DEPOSITED IN THE U.S. MAIL AS SET FORTH ABOVE SHALL BE CONSIDERED SERVED WHEN SO DEPOSITED.

- K. No terms or conditions other than those stated herein and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on MPCA unless made in writing and signed by its authorized representatives.
- L. Except as set forth herein, MPCA makes no other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, with respect to the product.

Accepted By:

MITSUBISHI PLASTICS COMPOSITES AMERICA, INC.

Date