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## COATING SYSTEM LIMITED WARRANTY

Englert Inc. Profiles, LP ("Englert Inc.") warrants to the purchaser of Englert Inc. panels using GALVALUME®, galvanized G90, or aluminum substrates with standard Kynar 500® or Hylar 5000® coating systems that when used in exterior applications the coating system will meet the following standards. For warranty terms on special and/or non standard colors, please contact a Englert Inc. representative.

1. For a period of 25 years from the date of shipment, the coating system will not crack, check or peel (lose adhesion).
2. For a period of 20 years from the date of shipment, the coating system will not chalk in excess of numerical rating eight (8) for sidewall applications and roof applications when measured in accordance with ASTM D-4214-98 procedures.
3. For a period of 20 years from the date of shipment, the coating system will not change color (fade) more than five (5) ΔE Hunter units for sidewall and roof applications when tested in accordance with ASTM D-2244-02 procedures. 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 surface. It is understood that fading or color changes may not be uniform, if the surfaces are not equally exposed to the sun and elements.

Orange, Casco Orange, Safety Orange and Brite Red are warranted under the same testing methods and limitations as indicated on this warranty, but have special numerical ratings as indicated below:

1. For a period of 20 years from the date of shipment, the coating system will not crack, check or peel (lose adhesion).
2. For a period of 10 years from the date of shipment, the coating system will not chalk in excess of numerical rating eight (8) for sidewall and roof applications.
3. For a period of 10 years from the date of shipment, the coating system will not change color (fade) more than five (5) ΔE Hunter units for sidewall and roof applications.

Subject to the conditions, limitations and exclusions set forth below. If any panels fail to comply with the warranty specifications set forth above, Englert Inc. agrees to repair, repaint or replace such panels, at its sole cost and expense. Englert Inc. shall have the sole option of repairing, repainting or replacing the panels and may contract for such work. Any repaired, repainted or replaced panel shall be covered by this limited warranty, but only for the remainder of the period applicable to the panel originally purchased. Englert Inc.'s liability under this warranty shall be limited to the cost of labor and materials reasonably necessary to repair, repaint or replace the panels that do not meet the above specifications. All claims filed under this warranty must be presented in writing by the purchaser to Englert Inc. during the warranty period and not more than 30 days after discovery by the purchaser of the problem for which the claim is made. All claims must reference Englert Inc.'s invoice number and be either hand delivered or sent by registered or certified mail to Englert Inc. at PO Box 730, Waller, TX 77484.

### THIS WARRANTY SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS, LIMITATIONS AND EXCLUSIONS:

- A. This warranty covers only panels erected in the continental United States, Alaska and Canada, which are exposed to normal weather and atmospheric conditions.
- B. This warranty is for the benefit of the original purchaser only and is not transferable or assignable.
- C. In determining whether the panel meets the specifications set forth above, color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk per ASTM D 2244-02 procedures. Englert Inc. does not warrant that color changes will be uniform.
- D. This warranty is null and void for any material that is subjected to salt spray or installed on property 1,500 feet or fewer from a salt water environment.
- E. This warranty does not apply to defects or failures which arise out of any of the following:
  - (1) the formation of rust on the panel edges;
  - (2) acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, radiation, harmful gases, harmful fumes, salt atmosphere or standing water due to failure to provide adequate slope and drainage;
  - (3) failure to properly insulate panels from copper, lead, and other dissimilar metals, contact with damp insulation, debris, soil, vegetation, animal waste, decaying materials, wet absorptive materials, concrete or other foreign or corrosive materials from contact with or in close proximity to the panel;
  - (4) use in manner not intended or improper storage or handling, including but not limited to damage from condensation on the panels attributable to improper handling; or
  - (5) failure of the metal substrate;
  - (6) minute fracturing which may occur in proper fabrication of the building parts;
  - (7) if panels are applied without protection over lumber which has been treated with preservatives or fire resistant materials, regardless whether such treatments are present with or without the knowledge of the buyer, the owner or any other party. This exclusion shall include, but is not limited to, lumber which has been treated with pentachlorophenol, chromated copperarsenated salts, creosote, fluochrome arsenate phenol, alkaline copper quaternary, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in the exclusion shall be defined as any barrier that prevents the transfer of moisture and salts between the treated lumber and pre-finished metal panel;
  - (8) abnormal corrosive atmospheric conditions. This exclusion includes, but is not limited to, contamination from external sources such as manufactured chemicals and salt spray, and internal contamination created by improper ventilation (design or operational defects) or improper housekeeping;
  - (9) discontinuities in the paint film as a result of damage during installation or use of the building e.g. scratches;
  - (10) design flaws that would result in moisture (water) or other foreign materials to accumulate resulting in excessive exposure to moisture or foreign material.
- F. Englert Inc. shall have no obligations under this warranty unless and until Englert Inc. receives payment in full for the materials furnished.
- G. The supplier of the paint coating applied to Englert Inc. panels and the applicator of the paint coating has made certain warranties to Englert Inc. which are same (or substantially similar) to the warranties made by Englert Inc. under this limited warranty. This limited warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the coating system warranties made to Englert Inc..
- H. **UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUYER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJURE CONDITIONS INCLUDING WITHOUT LIMITATION: FIRE, LIGHTENING STRIKE, EMBARGO, EXPLOSION, POWER SURGE OR FAILURE, ACTS OF GOD, WAR, LABOR OR UNEMPLOYMENT DISPUTES, CIVIL DISTURBANCES, ACTS OF CIVIL OR MILITARY AUTHORITY, INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS RO TRANSPORTATION FACILITIES, ACTS OR OMISSION OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.**

**DISCLAIMER - THERE ARE NO OTHER GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION AS STATED HEREIN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE. ENGLERT INC. SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS DAMAGES TO THE CONTENTS OR FURNISHINGS OF ANY BUILDING) OR ANY LOSS OF ANY KIND WHATSOEVER.**

GALVALUME® is a registered trademark of BIEC International, Inc.  
KYNAR 500® is a registered trademark of Arkema, Inc.  
HYLAR 5000® is a registered trademark of Solvay Solexis.

Project Name: \_\_\_\_\_ Ship Date: \_\_\_\_\_

Project Address: \_\_\_\_\_ Representative: \_\_\_\_\_

Project Customer: \_\_\_\_\_

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Englert, Inc.

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