

July 2, 2020

## **AKZO NOBEL LIQUID COATINGS FOR COIL COAT APPLICATION LIMITED WARRANTY**

AKZO NOBEL COATINGS INC. ("AKZONOBEL") extends the following limited paint warranty to MUELLER INC. ("CUSTOMER") for the products ("COATING") called out in the attached Product Warranty Terms and Measurement Table ("PRODUCT TABLE") for use in coating coils of metal to create pre-painted metal to be fabricated into formed panels by CUSTOMER for use in cladding of buildings or equipment or as functional or decorative accessories with either interior or exterior applications in the United States and Canada. This is not a corrosion warranty.

### **SECTION A: LIMITED WARRANTY**

AKZONOBEL warrants that COATING will conform to the performance standards listed below ("Limited Warranty"), with duration from date of installation and measurement standards as called out in the attached Product Table, provided all conditions of this Limited Warranty are met:

1. COATING will not peel, flake or otherwise lose adhesion ("Film Integrity") 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. COATING will not change color ("Color Fade") more than the level called out in Product Table 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
3. COATING will not chalk ("Chalk") more than the rating called out in Product Table 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 COATING fails to comply with the Limited Warranty, AKZONOBEL, at our option, will refinish; replace; or refund the original unit purchase price (appropriate documentation required), for the defective portion of the installation exhibiting the conditions described above ("Warranty Benefits"). Any refinishing of the defective portion shall be done in accordance with standard industry practice to provide a uniform appearance with the remainder of the installation. Any refund provided in lieu of refinish or replacement will only be paid out upon receipt from CUSTOMER or its customer of a full and final written release of AKZONOBEL from any further liability for the affected portion of the field claim. This Warranty will continue to apply to any affected portion that is repainted or replaced under this Limited Warranty, but only for the unexpired portion of the Limited Warranty period applicable to the original coated affected portion.

### **SECTION C: LIMITED WARRANTY EXCLUSIONS**

AKZONOBEL cannot and does not control the circumstances of application of COATING. Therefore, this Limited Warranty only applies when COATING is applied as part of a complete AKZONOBEL system. A complete AKZONOBEL system means a COATING 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 COATING topcoats with non-AKZONOBEL coatings or when mixing of different products, (e.g., different product codes, different formulations, different qualities, etc.) on the same project when installed in a manner where 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. Failures or damage resulting from under-film or edge corrosion, or failure or defects of the metal substrate including corrosion, or the development of any other condition between the coating and the substrate including any failure or deficiency in the pretreatment;
2. Acts of God, falling objects, explosions, fire, external forces or other circumstances beyond our control;
3. COATING which is applied to aluminum, ZAM®, Galfan®, Galvalume® steel, or galvanized steel that is not free from any defect materially affecting appearance or serviceability as defined per industry standards for the material grade specified;
4. COATING which is not applied in accordance with good practice in the coil coating industry, including proper cleaning and pretreatment of the substrate, and in accordance with parameters specified on the AKZONOBEL Product Data Sheet;
5. Mishandling of any substrate coated with COATING, including abuse, modification, improper fabrication, storage or use;
6. COATING which has been damaged due to moisture entrapment in bundles and between the masking and paint finish during transit, storage, or at construction site;
7. Failure to properly clean and remove organic debris including but not limited to tree leaves, tree limbs, pine needles, dirt, fungus, moss;
8. COATING that has been stored/installed in such a way that allows contact with animals or animal waste;
9. COATING which has suffered scratching or abrasion or impact by a hard object or has been damaged by abrasive or chemical cleaners;
10. COATING which has been stored or installed in a way which allows standing water on the coating or in any chemically aggressive environment (containing such substances as fumes, ash, salts, dirt, grease or high humidity);
11. Significant differences in insulation below coated metal panel;
12. Where materials / items are permanently attached / adhered to the product;
13. Where mixing of lots (i.e. different line runs, different batches of COATING) occur on the same building plane (i.e. same door, wall, or roof).

## **SECTION D: CUSTOMER'S OBLIGATIONS**

To receive Warranty Benefits under this Limited Warranty, CUSTOMER 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 to AKZONOBEL as AKZONOBEL deems necessary to confirm CUSTOMER's complaint, including original owner's proof of purchase, records sufficient to identify the batch number and application date of the COATING and coating 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. CUSTOMER must maintain this information for a period of no less than two (2) years beyond the longest period of coverage for COATING and said records shall be available to AKZONOBEL upon request.; and
4. Require the coil coater to send AKZONOBEL two (2) representative samples (each 12" x 12") of metal coated with each batch of COATING (as identified by batch number) promptly following its coating, identifying the number of the coil, the area(s) of coater color color measurement, the date of the coating, the COATING 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 COATING 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 CUSTOMER for business or service interruptions.

## **SECTION F: OTHER TERMS**

AKZONOBEL may change or cancel this Limited Warranty on 30 days written notice to CUSTOMER. Any changes will apply only to COATING products sold to CUSTOMER after the notice period expires. This Limited Warranty does not apply to any goods sold prior to the date this document is signed. CUSTOMER agrees that its use of COATING 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 CUSTOMER, and is not assignable to any other party. AKZONOBEL makes no warranty to CUSTOMER's customers, and is not responsible for any warranty CUSTOMER chooses to provide to its customers concerning the performance of COATING products. This Limited Warranty automatically expires upon any change or transfer of ownership of the property on which the metal coated with COATING 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.

**PRODUCT WARRANTY TERMS AND MEASUREMENT TABLE**

Technology	Suggested End-Use	Film Integrity	Color Fade ASTM D 2244			Chalk ASTM D 4214, Method A		
		Years	Years	Vertical Surface $\Delta E$ Hunter Units	Non-Vertical Surface $\Delta E$ Hunter Units	Years	Vertical Surface Units	Non-Vertical Surface Units
VALUESHIELD	Exterior Building Accessories	10–Vertical 5–Non-vertical	N/A	N/A	N/A	N/A	N/A	N/A
<b>POLYDURE®</b>								
POLYDURE 500	Exterior Building Accessories; Steel Door	5	3 5–Whites	6	N/A	3 5–Whites	4	N/A
POLYDURE 510	Exterior Building Accessories; Steel Door	10	5	6	N/A	5	6	N/A
POLYDURE 520	Exterior Building Accessories; Steel Door	20	5	6	N/A	5	8	N/A
POLYDURE 528	Exterior Building Accessories; Steel Door	20	20	8	N/A	20	6	N/A
POLYDURE 1000	Construction Building Products; Aluminum Composite Material (ACM)	10	10	6	7	10	8	6
POLYDURE 510 with printcoat	Exterior Building Accessories; Steel Door	10	5	Visually Discernable* Uniform Fade**	N/A	5	6	N/A
POLYDURE Expressions	Exterior Building Accessories; Steel Door	10	5	Visually Discernable* Uniform Fade**	N/A	5	6	N/A
<b>CERAM-A-STAR®</b>								
CERAM-A-STAR 1050	Construction Building Products; Steel Door	40	30	5	7	30	8	6
CERAM-A-STAR Frost	Construction Building Products; Steel Door	40	30	5	7	30	8	6
CERAM-A-STAR Ice	Construction Building Products; Steel Door	40	30	5	7	30	8	6
CERAM-A-STAR Matte	Construction Building Products; Steel Door	40	30	5	7	30	8	6
CERAM-A-STAR Expressions	Construction Building Products; Steel Door	40	30	Visually Discernable* Uniform Fade**	Visually Discernable* Uniform Fade**			
<b>TRINAR®</b>								
TRINAR	Construction Building Products; Aluminum Composite Material (ACM)	35	35	5	5	35	8	8
TRINAR Matte	Construction Building Products; Aluminum Composite Material (ACM)	35	35	5	5	35	8	8
TRINAR Mirage	Construction Building Products; Aluminum Composite Material (ACM)	35	35	5	5	35	8	8
TRINAR AG	Construction Building Products; Aluminum Composite Material (ACM)	35	35	5	5	35	8	8
TRINAR with printcoat	Construction Building Products; Aluminum Composite Material (ACM)	35	35	Visually Discernable* Uniform Fade**	Visually Discernable* Uniform Fade**	35	8	8

\*Visually Discernable – Print is visually discernable from a distance of eight (8) feet under visual observation in exterior daylight conditions

\*\*Uniform Fade – Will not exhibit excessive color change, except that any such color change shall be visually uniform under conditions of uniform exposure