

## DYNACLAD® KYNAR 500® COATING 20 Year Limited Warranty

Dimensional Metals, Inc. (DMI) warrants for a period of twenty (20) years after Customer's shipment of painted products that Dimensional Metal's standard color, Medium Gloss DynaClad® coil coatings (Coatings) when applied on Galvalume, HDG-90 steel and aluminum substrate will not:

- A. Peel, flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation.
- B. Change color more than 5 Delta E Units when measured per ASTM D-2244 on clean surface.
- C. Chalk more than a number eight (8) rating when measured per ASTMD-4214.

## TERMS AND CONDITIONS

- It is acknowledged that fading or color change may not be uniform if the surfaces are not equally exposed to the sun and elements. DMI recommends that there be a systematic fresh water rinse maintenance program in effect in areas of high salt concentration (such as adjacent to the seashore and/or industrial atmospheres) so as to prevent the accumulation of concentrated mineral deposits.
- 2. This Limited Warranty covers DMI Coatings exposed to normal atmospheric conditions and specifically excludes corrosive or aggressive atmospheres including direct salt spray, contact with animal or animal waste. This Limited Warranty shall not apply where coating failure is the result of physical damage resulting from fabrication or embossing operations, corrosion due to cut edge exposure, salt spray, acts of God, vandalism, any negligent acts of the Customer including, but not limited to, improper packaging, storage, shipping, or, installation which prohibit proper drainage of standing water or other such occurrences beyond DMI's control.
- 3. DMI's liability and the Customer's exclusive remedy for any breach of this Limited Warranty or failure of the Coatings is strictly limited to the direct cost of refinishing or replacing the failed coated metal. Refinishing of the failed coated metal shalf be performed by using standard finishing practices and materials. DMI will, in all instances, be the sole judge as to whether refinishing or replacement of the failed areas is required to fulfill its obligation under this Limited Warranty and reserves the right to approve and negotiate the contract.
- 4. This Limited Warranty shall not be extended by the refinishing or replacement of the coated material, but the remaining warranty period shall continue in effect and be applicable to the refinished or replaced areas under the terms and conditions of the Limited Warranty.

- Claims under this Limited Warranty must be presented in writing during the warranty period and within sixty (60) days after Customer becomes aware that any warranted condition has occurred. Time is of the essence and failure to give notice within the specified time shall discharge DMI from any obligations under this Limited Warranty. DMI must be given a reasonable opportunity to an on-site inspection to determine the cause and the corrective action to be taken if it is determined to be a Coating failure.
- THIS LIMITED WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND REMEDY, AND DMI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, DMI SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE CUSTOMER'S EXCLUSIVE REMEDY SHALL BE THAT SET FORTH IN PARAGRAPH 3 FOR ANY CLAIM OF LIABILITY RELATING TO THE COATINGS UNDER NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, OR ANY OTHER LEGAL THEORY.
- 7. This Limited Warranty is extended to Customer alone, is nontransferable and non-assignable, and may not be modified or enlarged in its scope by any representative, salesman, agent, or other employee of DMI. Customer shall not permit anyone to claim or imply that this Limited Warranty extends to anyone other than Customer. This condition is a material term of this Limited Warranty and its violation by Customer or its agents or representatives shall release DMI from its obligations hereunder.
  - This Limited Warranty shall be governed by and interpreted in accordance with the laws of the State of Ohio. Jurisdiction and venue for any dispute concerning the roof or this Limited Warranty are fixed in Franklin County, Ohio.

Project Name			Sold To	
Address			Address	
City	State	Zip	City	State Zip
Material Description			Invoice/ (Order Number)	Effective Date
			Dimensional Metals, Inc. 58 Klema Drive North - Reynoldsburg, OH 43068 - (740) 927-3633	
			Signature	Title Date

Kynar 500<sup>®</sup> is a registered trademark of Atochem of North America. Hylar 5000® is a registered trademark of Ausimont USA, Inc. DYNACLAD® is a registered trademark of Dimensional Metals, Inc.