

Metal Panels Inc.  
**Fluropon® Paint LIMITED WARRANTY**



We are pleased to present you with THE FOLLOWING Limited Warranty on our Fluropon® coil coatings.

1. This Warranty applies if any of the following Warranty Conditions occurs during the time period specified in the attached Warranty Table:
  - a. Fluropon® exhibits cracking, flaking or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Minute fracturing, which may occur in proper fabrication of the building parts, is not a covered Warranty Condition. Failure due to substrate corrosion is not a covered Warranty Condition.
  - b. Fluropon® chalks in excess of ASTM D-4214 method A number 8 rating when properly maintained as described herein.
  - c. Fluropon® changes color more than five (5.0) Hunter delta-E units as determined by ASTM method D-2244. 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 painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and Metal Panels Inc™ does not warrant that color changes will be uniform.
2. If a Warranty Condition occurs and all of the other requirements of this Warranty are met, Metal Panels Inc™ will supply you with the following Warranty Benefits:

Metal Panels Inc™ will pay for labor and material reasonably necessary to repaint, repair or replace, at our option, the metal panels showing the Warranty Conditions. The Warranty Benefits shall not exceed the original purchase price of the affected metal panels (not including any accessories or attachments) or the remedy provided in any other warranty provided to the building owner, whichever is less, even if our limited warranty fails of its essential purpose. This Warranty will continue to apply to any metal panels that were repainted, repaired or replaced due to a Warranty Condition, but only for the unexpired portion of the Warranty period applicable to the original part.
3. Metal Panels Inc™ cannot control the circumstances of application. Therefore, this Limited Warranty applies only when Fluropon® coil coatings are properly applied (according to the application instructions in Sherwin Williams® then-current Technical Data Sheet) to a properly pre-treated and primed substrate (HDG Steel (G90/G60), Galvalume, and Aluminum) that is fabricated into commercial or industrial building parts. Metal Panels Inc™ does not warrant the use of Fluropon® coil coatings with non-Sherwin Williams coatings. Warranty Benefits are available only for all-Sherwin Williams® coating systems. Also, because some colors may not meet our standards, Metal Panels Inc™ will inform you in writing at the time of color matching if the color you have selected is not an approved color.
4. To receive Warranty Benefits for a Warranty Condition, you must:
  - a. Send written notice of the Warranty Condition within thirty days of the appearance of any detectable defect to: Metal Panels Inc™
  - b. Provide access to the affected panels and site.
  - c. Assist us as necessary in determining the exact cause of failure.
  - d. Provide such documentation as we shall request to confirm the Warranty Condition, including records sufficient to identify the batch number and application date of the Fluropon® coating involved; and production records and quality control records from your coater showing compliance with our application specifications and the results of tests required by those specifications.
5. We are not responsible and provide no Warranty Benefits, for any damage or condition resulting from any of the following circumstances or any other circumstances beyond our control:
  - a. Acts of God, falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond Metal Panels Inc's™ control;
  - b. Harmful fumes or foreign substances in the atmosphere. No Warranty is provided for Fluropon® coatings on any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from a salt-water environment.
  - c. Failure to apply Fluropon® coil coatings in accordance with our specifications and instructions as outlined on our then-current published technical data sheets;
  - d. Improper or inadequate pretreatment of the substrate metal;
  - e. Defects in the substrate metal or in its fabrication, or embossing; Any corrosion or loss of adhesion as a result of substrate fabrication or embossing processes
  - f. Significant differences in insulation below coated metal panel;
  - g. Fluropon® 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;
  - h. Failures or damage resulting from substrate exposure or corrosion at cut/bare edges or failure of the metal substrate;
  - i. Development of any other condition between the coating and the substrate which causes the coating to degrade or delaminate, including any failure or deficiency in the cleaning process or pretreatment;
  - j. Fluropon® that has been stored/installed in such a way that allows contact with animals or animal waste;
  - k. Mishandling of Fluropon® or of any substrate coated with it, including abuse, alteration, modification, improper use, or storage; and
  - l. Attachment or adhesion of materials or items such as snow guards and solar panels to the coating.
6. This warranty applies only to building parts installed on buildings within the Continental United States, Alaska and Canada. This Warranty will automatically expire upon any change or transfer of ownership of the property on which the metal coated with Fluropon® is originally installed.
7. This is our only warranty concerning Fluropon® coil coatings. Except for this Warranty, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR FREEDOM FROM PATENT INFRINGEMENT. Metal Panels Inc™ WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. We have no other liability with respect to Fluropon® coil coatings, whether based on warranty, negligence or any other legal theory.

8. This is our complete warranty. It lists all of Metal Panels Inc's™ obligations regarding Fluoropon® coil coatings purchased by you on or after the effective date shown below. It is only for your benefit and you may not assign it to any other person or entity. Metal Panels Inc™ may change or discontinue this Warranty by providing you with 30 days advance written notice. Any changes will apply only to Fluoropon® coil coatings sold to you after the notice period expires. This warranty shall be governed by Minnesota law, but not its conflict of law rules.

IN WITNESS WHEREOF, Metal Panels Inc™ and Customer have executed this Warranty effective as of this 1st day of January, 2020.

|                           |  |                     |                |
|---------------------------|--|---------------------|----------------|
| _____                     |  | _____               |                |
| MPI Order Number          |  | COLOR / GAUGE       |                |
| _____                     |  |                     | _____          |
| Contractor/Installer Name |  |                     | Date Completed |
| _____                     |  | _____               |                |
| Owner's Full Name         |  | Structure's Address | State/Zip      |

PVDF Finishes

| PRODUCT COLOR                   | FILM INTEGRITY | CHALK               | FADE              |
|---------------------------------|----------------|---------------------|-------------------|
| AGED BRONZE                     | 35 years       | 30 years            | 30 years          |
| ALMOND                          | 35 years       | 30 years            | 30 years          |
| ASH GRAY                        | 35 years       | 30 years            | 30 years          |
| BROWNSTONE                      | 35 years       | 30 years            | 30 years          |
| BUCKSKIN                        | 35 years       | 30 years            | 30 years          |
| CHARCOAL GRAY                   | 35 years       | 30 years            | 30 years          |
| COLONIAL RED                    | 35 years       | 30 years            | 30 years          |
| DARK BRONZE                     | 35 years       | 30 years            | 30 years          |
| EVERGREEN                       | 35 years       | 30 years            | 30 years          |
| FOREST GREEN                    | 35 years       | 30 years            | 30 years          |
| HARTFORD GREEN *                | 35 years       | 20 years            | 20 years          |
| HEMLOCK GREEN                   | 35 years       | 30 years            | 30 years          |
| MANSARD BROWN                   | 35 years       | 30 years            | 30 years          |
| MATTE BLACK *                   | 35 years       | 20 years (6 rating) | 20 years (9.0 DE) |
| MEDIUM BRONZE                   | 35 years       | 30 years            | 30 years          |
| PATINA GREEN                    | 35 years       | 30 years            | 30 years          |
| REGAL BLUE                      | 35 years       | 30 years            | 30 years          |
| REGAL WHITE                     | 35 years       | 30 years            | 30 years          |
| ROMAN BLUE                      | 35 years       | 30 years            | 30 years          |
| SANDSTONE                       | 35 years       | 30 years            | 30 years          |
| SLATE GRAY                      | 35 years       | 30 years            | 30 years          |
| SNOW WHITE                      | 35 years       | 30 years            | 30 years          |
| SURREY BEIGE                    | 35 years       | 30 years            | 30 years          |
| TEAL GREEN                      | 35 years       | 30 years            | 30 years          |
| TERRA COTTA                     | 35 years       | 30 years            | 30 years          |
| TUNDRA                          | 35 years       | 30 years            | 30 years          |
| BRANDYWINE *                    | 20 years       | 10 years            | 10 years          |
| CHAMPAGNE METALLIC              | 20 years       | 20 years            | N/A               |
| COPPER METALLIC                 | 20 years       | 20 years            | N/A               |
| PREWEATHERED GALVALUME METALLIC | 20 years       | 20 years            | N/A               |
| REGAL RED *                     | 20 years       | 10 years            | 10 years          |
| SILVER METALLIC                 | 20 years       | 20 years            | N/A               |

\* Adding a clear will not enhance the warranty