

SPECTRA METAL SALES, INC.
PVDF FLUOROCARBON PAINT SYSTEM
35/30 YEAR LIMITED WARRANTY

Spectra Metal Sales, Inc. (Spectra) warrants that under normal outdoor atmospheric conditions (*listed below*) the PVDF Fluoropon® exterior paint on the pre-painted Galvanized (G60/G90), Galvalume, or Aluminum coils (the product) sold to you (buyer/customer) by Spectra (seller) will meet the following specifications:

1. This Warranty applies if any of the following Warranty Conditions occurs:
 - a. Within 35 years from the date of application of the paint, Fluoropon® exhibits cracking, flaking or peeling (loss of adhesion) to an extent that is 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.*
 - b. Within 30 years from the date of installation of the panels, Fluoropon®:
 - i. Chalks in excess of ASTM D-4214-98 method A D659 number eight (8) rating when properly maintained as described herein, and
 - ii. Changes color more than five (5.0) Hunter delta-E units as described by ASTM method D-2244-02. 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 Spectra does not warrant that color changes will be uniform.
 - iii. This Warranty applies solely to Spectra standard PVDF Fluoropon® colors. Standard colors are defined as colors printed on official Spectra Color Cards. Custom matched colors and non-standard inventoried colors will have a separate approval process due to possible color limitations.
 - iv. Due to pigment limitations, Regal Red, Matte Black, and L/S Black are covered by number eight (8) chalk rating, five (5) ΔE units for fade for period of (10) years from installation. All metallic colors have no measurable rating available for color change.
2. Spectra is not responsible and provide no Warranty Benefits, for any damage or condition resulting from circumstances beyond our control, including any of the following:
 - a. Acts of God, falling objects, explosions, fire, external forces or other similar or dissimilar circumstances beyond Spectra control.
 - b. Harmful fumes or foreign substances in the atmosphere, including but not limited to;
 - i. Sea spray if subjected to or installed on a property within a distance of 1500 feet of breaking surf, 800 feet of bay shoreline, or 400 feet of brackish waters.
 - c. Improper treatment or defects in the substrate metal or in its fabrication, or embossing. Any corrosion or loss of adhesion as a result of embossing procedure.
 - d. Significant differences in insulation below coated metal panel;
 - e. Fluoropon® 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 which a way that allows standing water on the coating;
 - f. Paint failure due to substrate corrosion is not a covered Warranty Condition;
 - g. Failures or damage resulting from edge corrosion or failure of the metal substrate;
 - h. Coil and sheets must be kept protected from moisture and stored in clean dry areas.
 - i. Fluoropon® that has been stored/installed in such a way that allows contact with animals or animal waste.
 - j. Mishandling of Fluoropon® or of any substrate coated with it, including abuse, alteration, modification, improper use, or storage;
 - k. Where materials / items such as snow guards and solar panels are attached / adhered to the product

All Warranty work will be performed by Spectra, or any company, dealer, contractor, applicator, or distributor selected by Spectra. Since there may be a color variance between the replacement or repainted Product and the originally installed Product due to normal weathering (i.e. exposure to sunlight and extremes of temperature and weather) of the originally installed Products, this condition shall not be indicative of a defect.

NOT WITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SPECTRA'S LIABILITY SHALL NOT EXCEED THE LESSER OF THE FOLLOWING: (I) THE CUSTOMER'S LIABILITY DIRECTLY ATTRIBUTABLE TO A BREACH OF THIS WARRANTY, OR (II) THE REFINISHINGS OR REPLACEMENT OF THE FAILED COATED PRODUCT, OR AT SPECTRA OPTION, REFUND OF THE BUYERS PURCHASE PRICE WHICH SHALL NOT EXCEED AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO SPECTRA BY THE BUYER FOR THE PURCHASE OF THE DEFECTIVE PRODUCT. SPECTRA SHALL NOT BE LIABLE FOR INJURY TO PROPERTY OR OTHER THAN THE FLAT SHEET AND/OR COIL PRODUCTS COATED WITH FLUOROCARBON PAINT SYSTEMS, IN THE CONDITION AND AS PURCHASED BY BUYER FROM SPECTRA, IN ALL INSTANCES, SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO DETERMINE WHETHER OR NOT REFINISHINGS OR REPLACEMENT OF THE FAILED AREAS IS REQUIRED, AND TO FULFILL ITS OBLIGATION UNDER THE WARRANTY, SPECTRA RESERVES THE RIGHT TO NEGOTIATE AND APPROVE ANY FINAL CONTRACT LET FOR REFINISHING AND REPLACEMENT AS THE CASE MAY BE.

Claims under this Warranty must be presented by the buyer to Spectra in writing during the during the warranty period and within (30) days after the buyer becomes aware that any warranted condition has occurred. Time is of the essence and failure to give notice within the specified time shall discharge Spectra from any obligations under this Warranty. Spectra must be given a reasonable opportunity to do an on-site inspection to determine if there is a coating failure.

The laws of the State of Florida shall exclusively govern the rights and duties of the parties to this Warranty. Any controversy of claim arising out of related to the Warranty, or the breach thereof shall be brought before a court of competent jurisdiction in Pinellas County under the substantive and procedural laws of Florida.

Buyer acknowledges that Spectra is not the manufacturer of the coating warranted herein and agrees that all issues arising from or related to the exceptions set forth herein shall be determined finally and conclusively as to buyer, by the original manufacturer.

For this Warranty to apply, the Buyer must retain certain records. In order for Spectra to process a claim, we will need to be told the original coil or skid tag number, invoice number, and date of purchase.

THIS WARRANTY IS GIVEN AS THE SOLE AND EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY BY OR AGAINST SPECTRA, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES, ARE MADE, AND ANY SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. CUSTOMER WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST THE SELLER, AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF SPECTRA. SPECTRA SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SPECTRA HEREBY DISCLAIM ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY. THIS WARRANTY IS EXTENDED TO CUSTOMER ALONE AND NO OTHERS, IS NON-TRANSFERABLE AND NON-ASSIGNABLE, AND MAY NOT BE ENLARGED IN ITS SCOPE BY ANY REPRESENTATIVE, SALES PERSON, AGENT OR OTHER EMPLOYEE OF SPECTRA. THE BUYER SHALL NOT PERMIT TO CLAIM OR IMPLY THAT THIS WARRANT EXTENDS OR CAN BE "PASSED THROUGH" TO ANYONE OTHER THAN THE BUYER. THIS PROVISION IS A MATERIAL TERM OF THIS WARRANTY AND ITS VIOLATION OR BREACH BY THE BUYER OR ANY OF THE BUYER'S AGENTS OR REPRESENTATIVES, SHALL VOID AND CANCEL THIS WARRANTY FOR ALL PURPOSES. THE LIABILITY OF SPECTRA SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE TOF ANY PRODUCT OR COATING TO CONFORM WITH THE PROVISIONSOF THIS LIMITED WARRANTY. SPECTRA SHALL NOT IN ANY EVENT BE LIABLE TO THE BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSES, AND/OR LIABILITIES ARISING FROM OR RELATED TO THE DESIGN, USE OR FAILUREOF THE PRODUCT OR COATING, FOR THE INTERRUPTION OF THE BUYER'S OPERATION OR BUSINESS, FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE SPECTRA PRODUCT OR COATING OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER OR LOSS OF PROFIT OR OTHER FINANCIAL LOSS ARISING OUT OF THE USE OR FAILURE OF THE PRODUCT OR COATING, EVEN IF SPECTRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGE, EXPENSE, LOSS AND/OR LIABILITIES, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE TO ANYONE BY REASON OF THE FACT THAT SUCH PRODUCT OR COATING SHALL HAVE BEEN DEFECTIVE.

This warranty is not valid unless signed by an authorized officer of Spectra Metal Sales, Inc.

Signed by: _____

Issued To: _____ Account Number: _____

Title: _____

City: _____ State: _____

Signed Date: _____