

# INDIANA METAL PRIME 40 YEAR LIMITED PAINT WARRANTY

Indiana Metal, Inc (MSC) is pleased to present you with THE FOLLOWING Limited Warranty on Valspar WeatherXL™ Siliconized Polyester coil coatings.

1. This Warranty applies if any of the following Warranty Conditions occurs:
  - a. Within 40 years from the date of application of the paint, WeatherXL 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. Within 30 years from the date of installation of the panels, WeatherXL:
    - i. Chalks in excess of ASTM D-4214 method A number six (6) rating on horizontally installed (roofing) panels and a number eight (8) rating on vertically installed (sidewall) panels, when properly maintained as described herein, and
    - ii. Changes color more than seven (7.0) Hunter delta-E units on horizontally installed (roofing) panels and five (5.0) Hunter delta-E units on vertically installed (sidewall) panels as determined by ASTM method D-2244. Color change will 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 MSC does not warrant that color changes will be uniform.

2. If a Warranty condition occurs and the other requirements of this Warranty are met, MSC will supply you with the following Warranty benefits:

MSC 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. 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: [sales@indianametal.com](mailto:sales@indianametal.com)
  - b. Provide access to the affected panels and site.

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- c. Assist 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 WeatherXL 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.
4. We are 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 such similar or dissimilar circumstances beyond MSC's control
  - b. Harmful fumes or foreign substances in the atmosphere, or salt spray
  - c. Failure to apply WeatherXL coil coatings in accordance with our specifications and instructions as outlined on our then-current published technical data sheets;
  - d. Improper treatment or defects in the substrate metal or in its fabrication, embossing. Any corrosion or loss of adhesion as a result of the embossing process;
  - e. Significant differences in insulation below coated metal panel;
  - f. WeatherXL 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;
  - g. Failure or damage resulting from corrosion at cut/bare edges or failure of the metal substrate;
  - h. 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;
  - i. WeatherXL that has been stored/installed in such a way that allows contact with animals or animal waste.
  - j. Mishandling of WeatherXL 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;
5. No Warranty is provided for WeatherXL on any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from a salt-water environment.
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 WeatherXL is originally installed.
7. This is our only warranty concerning WeatherXL Siliconized Polyester coil coatings. Except for this Warranty, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED

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AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR FREEDOM FROM PATENT INFRINGEMENT. MSC WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. We have no other liability with respect to WeatherXL Siliconized Polyester coil coatings, whether based on warranty, negligence or any other legal theory.

8. This is our complete warranty. It lists all of MSC's obligations regarding WeatherXL Siliconized Polyester 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. MSC makes no warranty to your customers, and is not responsible for any warranty you choose to provide to your customers concerning the performance of WeatherXL Siliconized Polyester coil coatings. MSC may change or discontinue this Warranty by providing you with 30 days advance written notice. Any changes will apply only to WeatherXL Siliconized Polyester coil coatings sold to you after the notice period expires. This warranty shall be governed by Michigan law, but not its conflict of law rules.

IN WITNESS WHEREOF, Indiana Metal, Inc. and Customer have executed this Warranty effective as of \_\_\_\_\_ 20\_\_\_\_

# SAMPLE

CUSTOMER

BY: \_\_\_\_\_ (print)

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

INDIANA METAL, INC

BY: \_\_\_\_\_ (print)

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_