

WEATHER X™ LIMITED WARRANTY

We are pleased to present you with our (40) year Weather X™ Siliconized Polyester Limited Warranty

1. This Warranty applies if any of the following Warranty Conditions occur:

A. Within 40 years from date of application of the paint. Weather X exhibits cracking 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 Warranty Condition.*

B. Within 30 years from date of installation of the panels. Weather X:

- i. Chalks in excess of ASTM D-4214 method A D659 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 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 uniform on surfaces that are not equally exposed to the sun and elements and VALSPAR does not warrant that color changes will be uniform.

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

VALSPAR 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 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. VALSPAR cannot control the circumstances of application. Therefore this Limited Warranty applies only when Weather X coil coatings are applied (according to the application instructions in Valspar's then current Technical Data Sheet) to a properly pre-treated and primed substrate (HDG Steel -G90/G60 or Galvalume) that is fabricated into commercial or industrial building parts. Valspar does not warrant the use of Weather X coil coatings with non-Valspar coating. Warranty Benefits are available only for all-Valspar coating systems.

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 your VALSPAR representative.
- b) Provide access to the affected panels and job 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 coil numbers and VALSPAR invoice numbers.

5. VALSPAR is not responsible and provides 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 PMP's control.
 - b) Harmful fumes or foreign substances in the atmosphere or salt spray.
 - 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 the embossing process.
 - d) Significant differences in insulation below the coated metal panels.
 - e) Weather X 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.
 - f) Failures or damages resulting from corrosion at cut / bare edges or failure of the metal substrate.
 - g) Development of any other condition between the coating and the substrate which cause the coating to degrade or delaminate including any failure or deficiency in the cleaning process or pretreatment.
 - h) Weather X has been stored / installed in such a way that allows contact with animals or animal waste
 - i) Mishandling of Weather X or of any substrate coated with it including abuse, alteration, modification, improper use or storage.
 - j) Where materials / items such as snow guards and solar panels are attached / adhered to the product.
6. No Warranty is provided for Weather X on any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from the salt-water environment.
7. 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 Weather X is originally installed.
8. This is our only warranty concerning Weather X Siliconized Polyester coil coatings. Except for this Warranty, HEARTLAND METAL LLCMAKES NO WARRANTIES EXPRESS OR IMPLIED AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR FREEDOM FROM PATENT INFRINGEMENT. HEARTLAND METAL LLC WILL NOT BE LIABLE FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES. VALSPAR has no other liability with respect to Weather X Siliconized Polyesters coil coatings, whether based on warranty, negligence or any legal theory.
9. This is our complete warranty. It lists all of PMP's obligations regarding Weather X Siliconized Polyester coil coatings purchased. It is only for customer benefits and it may not be assigned to any other person or entity. VALSPAR makes no warranty to your customers and is not responsible for any warranty you choose to provide to your customers concerning the performance of Weather X Siliconized Polyester coil coatings. VALSPAR may change or discontinue this warranty by providing you with 30 days advanced written notice. Any changes will apply only to Weather X Siliconized Polyester coil coatings sold to you after the notice period expires. This warranty shall be governed by Texas law, but not its conflict of law rules.