

40 YR CERAM-A-STARR 1050 LIMITED WARRANTY

SECTION A: PARTIES AND LIMITATIONS ON USE

AKZO NOBEL COATINGS INC. (“AKZO NOBEL”) extends the following limited warranty to Buckeye Metals for CERAM-A-STARR 1050 sold by AKZO NOBEL, used to coat coils of metal fabricated by Buckeye Metals into components for pre-painted metal buildings.

SECTION B: COVERAGE

This warranty applies only to customers that have purchased metal panels directly from Buckeye Metals or from an authorized distributor. Coverage of claim will be *considered* only with an original copy of invoice or receipt.

CUSTOMERS HAVE THIRTY (30) DAYS FROM DETECTION OF PROBLEM TO REPORT OF CLAIM.

SECTION C: TERMS

Although it is recognized by AZKO NOBEL and Buckeye Metals that most coatings, including CERAM-A-STARR 1050 will fade and change in appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, AZKO NOBEL warrants that the painted panels covered by this warranty will conform to the performance standards listed below. Items #1 through #3 below applies to metal buildings and similar installed north of the 15th parallel in the northern hemisphere or of the 15th parallel in the southern hemisphere. Only item #1 applies to metal buildings and similar structures installed between these latitudes.

1. For forty (40) years CERAM-A-STARR 1050 will not peel, flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation. Note: slight crazing or cracking may occur on roll formed edges or break bends at the time of forming, and is considered as standard – such crazing or cracking shall not constitute a basis for complaint under this limited warranty; and
2. For thirty (30) years sidewall panels of CERAM-A-STARR 1050 will not change more than five (5) (delta e) Hunter units and roof panels will not change more than seven (7) (delta e Hunter units when measured per ASTM D2244) on clean surfaces after removing dirt, other surfaces and chalk per ASTM D 3964; and
3. For thirty (30) years, sidewall panels of CERAM-A-STARR 1050 will not chalk more than a number eight (8) rating and roof panels will not chalk more than six (6) ratings measured per ASTM D 4212, method A

EXCEPTIONS:

This is anti-weathering limited warranty and does not apply to other causes of degradation, including:

1. CERAM-A-STARR 1050 which is applied to other than first quality aluminum, Galvalume, Galfan, or galvanized steel;
2. CERAM-A-STARR 1050 which has suffered scratching or abrasion or impact by a hard object; has been abused, altered, modified, used in a manner not originally intended or stored contrary to instructions of AKZO NOBEL, Buckeye Metals, or the coil coater, or in accordance with good industry practice; is damaged due to moisture entrapment in coils and/or bundles during transit or storage; is stored or installed in a way which allows standing water on the coating on the coating or in any chemically aggressive environment containing fumes, ash, cement dust, carbon black, salts or other chemicals, whether naturally occurring or caused by man; is stored or installed in an area, or in such a way, that damage can occur due to poor air circulation; has suffered any damage caused by acts of God, radiation, falling objects, explosion, fire, riots, civil commotions, acts of war or other external forces;
3. CERAM-A-STARR 1050 which suffers from improper forming, fabrication, or embossing; cut edge exposure; corrosion of the substrate; or the development of any other condition between the coating and the substrate which causes the coating to degrade or delaminate, including and failure or deficiency in the cleaning process or pretreatment;
4. CERAM-A-STARR 1050 which is installed within 1000 meters of a salt water or other marine environment.

OTHER EXCEPTIONS:

Warranty is voided by any of the following:

1. Metal fastened directly to ACQ Pressure Treated Lumber unless using copper flashing and stainless steel screws;
2. Metal cut with power saw;
3. THERE IS NO WARRANTY ON ANY #2 METAL; IT IS SOLD AS IS WITH NO GUARANTEE ON COLOR MATCH.

SECTION D: REMEDY

In the event of claim under this limited warranty, Buckeye Metals must demonstrate to AKZO NOBEL's satisfaction that the failure was due to a breach of this limited warranty. Buckeye Metals has the responsibility to supply a video and/or photographs of the claimed defective CERAM-A-STARR 1050 for AKZO NOBEL's inspection. AKZO NOBEL will determine, with reasonable promptness, whether to honor such a warranty claim, and may at its discretion, choose to remediate said claim on that basis, or to inspect the structure on which the claim is made. In the event that AKZO NOBEL honors the claim, AKZO NOBEL will bear the full cost of labor and material to replace or refinish the defective portion of the field installation. The decision whether to replace or refinish to remedy an honored claim will be made at the sole discretion of AKZO NOBEL. Any refinishing of the defective portion shall be done in accordance with standard industry practice to provide a uniform appearance with the remainder of the installation.

If AKZO NOBEL honors such warranty claim, AKZO NOBEL typically will arrange for replacement or refinishing at its own expense. Any replacement or refinishing arranged by AKZO NOBEL, or arranged by Buckeye Metals at AKZO NOBEL's approval as set forth below, shall be covered by and subject to the terms and conditions of this warranty. The replaced or refinished portion shall be deemed to have been coated on the date of the original coating and the duration of this warranty shall not be extended beyond that of the original factory-applied finish. Should Buckeye Metals prefer to make its own arrangements, Buckeye Metals must provide AKZO NOBEL with at least two competitive bids and arrange for repair or refinishing at its own expense. Should AKZO NOBEL authorize Buckeye Metals to proceed under one of the bids, AKZO NOBEL will pay Buckeye Metals its share of the field installation.

Buckeye Metals – or Buckeye Metals customer – may elect to obtain a cash settlement from AKZO NOBEL, in lieu of the remedies set forth above. Should Buckeye Metals or its customer elect to receive a cash settlement, any replacement or refinishing of the defective portion of the field installation arranged by Buckeye Metals will not be covered by this warranty. AKZO NOBEL will pay Buckeye Metals or its customer the settlement amount agreed between AKZO NOBEL upon receipt from Buckeye Metals or its customer of a full and final written release of AKZO NOBEL from any further liability for the defective portion of the field installation.

SECTION E: LIMITATION OF LIABILITY

AKZO NOBEL SHALL NOT, UNDER ANY CIRCUMSTANCE, BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims of customers of purchase for, business or service interruptions. THE REMEDIES OF BUCKEYE +METALS SET FORTH HEREIN ARE EXCLUSIVE.

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