

# **WATSON METALS LLC.**

238 INTERSTATE DRIVE

MANCHESTER, TN 37355

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## **TRINAR<sub>R</sub> LIMITED WARRANTY**

### SECTION A: PARTIES AND LIMITATION ON USE

AKZO NOBEL COATINGS INC. (“AKZO NOBEL”) extends the following limited warranty to Watson Metals for TRINAR<sub>R</sub> sold by AKZO NOBEL used to coat coils of metal fabricated by Watson Metals into components for prepainted metal buildings.

### SECTION B: COVERAGE

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

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

### SECTION C: TERMS

Although it is recognized by AKZO NOBEL and Watson Metals that most coatings, including TRINAR<sub>R</sub>, will fade and change in appearance to some degree over a period of time in outdoor installation, and that such changes may not be uniform between surfaces not equally exposed, AKZO NOBEL warrants that the goods covered by this warranty will resist natural weathering to the extent that they will conform to the performance standards listed below during a period of 35 years after coating for film integrity and a period of 35 years after coating for both chalking and color change, provided that all conditions of this warranty are first met. Provisions (1) through (3) below apply to buildings installed north of the 15 degree parallel of latitude in the northern hemisphere. Only provision (1) applies to buildings installed south of this latitude.

1. TRINAR<sub>R</sub> will not peel, crack, chalk, or flake to an extent that is apparent on ordinary outdoor visual observation;

2. Vertical installations of TRINAR<sub>R</sub> will not change color more than 5 NBS (Hunter) units, and non-vertical installations will not change color more than 7 NBS (Hunter) units following field installation. Color measurements are to be made per ASTM D 2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D 3964;
3. Vertical installations of TRINAR<sub>R</sub> will not chalk more than a number 8 rating, and non-vertical installations will not chalk more than a number 6 rating, when measured per ASTM D-4214, Method A.

EXCEPTIONS:

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

- A. TRINAR<sub>R</sub> which is applied to other than first quality aluminum, Galvalume, Galfan, or galvanized steel;
- B. TRINAR<sub>R</sub> 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, Watson 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 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 environment that includes a high degree of humidity, sand, dirt, or grease, whether naturally occurring or caused by man; is stored or installed in a way which allows contact with animals and/or animal waste or its decomposition products; 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;
- C. TRINAR<sub>R</sub> 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 any failure or deficiency in the cleaning process or pretreatment;
- D. TRINAR<sub>R</sub> which is installed within 1000 meters of a salt water or other marine environment.

## OTHER EXCEPTIONS:

Warranty is voided by any of the following:

- A. Metal fastened directly to asphalt shingles;
- B. Metal fastened directly to ACQ Pressure Treated Lumber unless using copper flashing and stainless steel screws;
- C. Metal cut with power saw
- D. 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, Watson Metals must demonstrate to AKZO NOBEL's satisfaction that the failure was due to a breach of this limited warranty. Watson Metals has the responsibility to supply a video and/or photographs of the claimed defective TRINAR<sub>R</sub> 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 Watson 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 Watson Metals prefer to make its own arrangements, Watson Metals must provide AKZO NOBEL with at least two competitive bids for refinishing or replacement, as elected by AKZO NOBEL. AKZO NOBEL reserves the right to reject those bids and to arrange for repair or refinishing at its own expense. Should AKZO NOBEL authorize Watson Metals to proceed under one of the bids, AKZO NOBEL will pay Watson Metals its share of the approved bid price.

Watson Metals – or Watson Metals customer – may elect to obtain a cash

settlement from AKZO NOBEL in lieu of the remedies set forth above. Should Watson Metals or its customer elect to receive a cash settlement, any replacement or refinishing of the defective portion of the field installation arranged by Watson Metals will not be covered by this warranty. AKZO NOBEL will pay Watson Metals or its customer the settlement amount agreed between AKZO NOBEL upon receipt from Watson 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 CIRCUMSTANCES, 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 or purchase or replacement of other goods, or claims of customers of purchaser for, business or service interruptions. THE REMEDIES OF WATSON METALS SET FORTH HEREIN ARE EXCLUSIVE.

#### CONTACT INFORMATION:

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