

MILLENNIUM METALS INC LIMITED 35 YEAR
WARRANTY FOR KYNAR 500/HYLAR 5000 PVDF RESIN COATED PANELS

TO: _____ DATE: _____

ADDRESS: _____

SAMPLE

CITY, STATE, ZIP _____ INVOICE _____

MILLENNIUM METALS INC. WARRANTS THE PANELS EFFECTIVE ON THE ABOVE INVOICE WILL PERFORM IN ACCORDANCE WITH THE FOLLOWING PAINTED WARRANTY UNDER NORMAL ATMOSPHERIC CONDITIONS.

THIS WARRANTY IS FOR PAINTED GALVALUME (ZINC ALUMINUM SHEET) OR PAINTED GALVANIZED (ZINC SHEET) SOLD IN THE CONTINENTAL UNITED STATES IN THE FORM OF ROOFING PANEL MANUFACTURED BY MILLENNIUM METALS, INC.

THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS FOR A PERIOD OF 35 YEARS FROM THE INVOICE DATE ABOVE IF EXPOSED TO NORMAL ATMOSPHERIC CONDITIONS UNLESS OTHERWISE SPECIFIED.

FILM INTEGRITY: WILL NOT CRACK, CHECK, FLAKE, CHIP OR PEEL (NOT TO BE CONFUSED WITH HAIRLINE CRAZING WHICH OCCURS DURING ALL FABRICATION) FOR A PERIOD OF 35 YEARS.

CHALK RATING: WILL NOT CHALK IN EXCESS OF A NUMBER 8 RATING FOR A PERIOD OF 35 YEARS.

FADE RATING WILL NOT FADE IN EXCESS OF MORE THAN 5 DE HUNTER UNITS FOR A PERIOD OF 35 YEARS.

THIS WARRANTY DOES NOT APPLY TO SHEETS EXPOSED TO CORROSIVE OR AGGRESSIVE ATMOSPHERIC CONDITIONS, INCLUDING BUT NOT LIMITED TO:

- A. AREA'S SUBJECT TO SALT WATER MARINE ATMOSPHERES OR TO CONSTANT SPRAYING OF SALT WATER WHICH INCLUDES APPLICATIONS WITHIN 1000 METERS OF THE ABOVE.
- B. AREAS SUBJECT TO FALLOUT OR CHEMICALS SUCH AS BUT NOT LIMITED TO FUMES, ASH, CEMENT DUST, ANIMAL WASTE, OR PESTICIDES.
- C. AREAS SUBJECT TO RUN-OFF FROM DISSIMILAR METALS SUCH AS LEAD OR COPPER FLASHINGS IN CONTACT TO SAID SHEETS
- D. CONDITION WHERE CORROSIVE FUMES OR CONDENSATION FROM STEAM OR HEAT IS GENERATED OR RELEASED INSIDE BUILDING.
- E. SLOPES LESS THAN 3/12. AS USE AS ROOFING PANELS UNLESS OTHERWISE ISSUED IN WRITING BY MILLENNIUM METALS.
- F. DEGREE OF BENDING OF SHEET IS INCONSISTANT WITH GRADE OF STEEL USED OR USED IN A MANNER NOT ORIGINALLY INTENDED.
- G. ANY DAMAGE EITHER MECHANICAL OR CHEMICAL CAUSED DIRECTLY OR INDIRECTLY DURING SHIPMENT, STORAGE, MANUFACTURING (AS IN TRIM NOT PRODUCED BY MILLENNIUM METALS INC.) DURING OR AFTER INSTALLATION.
- H. FAILURE TO REMOVE DEBIS FROM ROOF THAT MAY RESULT IN IMPROPER DRAINAGE ON ANY SURFACE OF THE PANEL OR ROOF. IE STANDING WATER.
- I. ANY DAMAGE DONE TO THE PANEL BY IMPROPER SCRUBBING OR SCOURING IN CLEANING PROCEDURES.
- J. REACTION CAUSED BY DIRECT CONTACT WITH WET LUMBER, GREEN LUMBER, WET INSULATION, OR ANY OTHER CORROSIVE ELEMENT IN PROXIMITY OF ROOFING OR SIDING PANELS.
- K. FAILURE TO USE LONG LIFE FASTENER SUCH AS ULTIMATES PRODUCED BY ATLAS BOLT AND SCREW OR ZACS PRODUCED BY CONSTRUCTION FASTENERS. SELECTION OF PROPER FASTENERS REST SOLELY WITH THE BUYER.
- L. ANY ACT OF GOD SUCH AS FIRE, HURRICANE, TORNADO, HAIL, STRONG GALE WINDS, LIGHTNING, FLOOD, OR OTHER ENVIRONMENTAL PHENOMENA OF ELEMENTS.
- M. SETTLEMENT OF THE ROOF DECK, WALLS, OR FOUNDATION OF THE PROJECT CONSIDERED STRUCTURAL DAMAGE.
- N. TRAFFIC ON THE ROOF AREA CAUSING STAINING.
- O. ANY IMPACT CAUSED FROM EQUIPMENT OR FOREIGN OBJECTS
- P. THIS WARRANTY DOES NOT COVER FAILURES FROM EDGE CORROSION TYPICALLY CAUSED BY IMPROPER FIELD CUTTING) OR FAILURE OF THE METAL SUBSTRATE.
- Q. THIS WARRANTY BECOMES NULL AND VOID ONCE ANY PANEL HAS BEEN REPAINTED WITH THE INTENTION TO MAKE MORE COSMETICALLY PLEASING OR MASK SUBSTRATE FAILURE.

THIS WARRANTY WILL BE SUBJECT TO THE LIMITATIONS AND CONDITIONS ABOVE. ALL STIPULATIONS ARE SET FORTH BELOW.

MILLENNIUM METALS INC. FOR BREACH OF THIS WARRANTY WILL BE LIMITED TO THE COST OF REPAINTING OR REPLACING FAILING PANELS. ANY REPLACEMENT MATERIALS GRANTED WILL BE FOB OUR PLANT. MILLENNIUM METALS WILL HAVE SOLE DISCRETION TO DETERMINE WHICH METHOD WILL BE USED TO FULFILL ITS OBLIGATION.

MILLENNIUM METAL WILL ASSUME NO LABOR COST EXPENDED BY THE INSTALLER OR OTHER PARTY IN REPAINTING OR REPLACING FAILING SHEETS. MILLENNIUM METALS WILL ACCEPT NO LIABILITY FOR ANY SPECIAL DEADLINES, UNLOADING, INDIRECT CHARGES OR CONSEQUENTIAL DAMAGES EITHER SPECIFIC OR INCIDENTAL OR COMPENSATORY DAMAGES TO ANYONE AS A RESULT OF PANELS NOT CONFORMING.

NOTE: ALL CLAIMS MUST BE REPORTED IN WRITING WITHIN 30 DAY OF DISCOVERY. MILLENNIUM METALS INC. MUST BE GIVEN AMPLE TIME TO INVESTIGATE AND INSPECT AFFECTED PANELS AMPLE TIME TO BE SPECIFIED AS THIRTY DAYS (30). BUYER MUST SUBMIT PROOF OF PURCHASE AT THE TIME OF THE CLAIM. THIS INCLUDES ORDER NUMBER, INVOICE NUMBER, AND DATE OF SHIPMENT.

BUYER SHALL EXERCISE DILIGENCE INSPECTING PANELS AS TO MITIGATE ANY EXPENSE TO MILLENNIUM METALS.

THIS WARRANTY IS EXTENDED TO THE SAID PARTY ABOVE ONLY AND IS NON-TRANSFERABLE AND NON ASSIGNABLE. SHOULD THE BUYER BECOME INSOLVENT, BANKRUPT, MAKE AN ASSIGNMENT FOR THE BENEFIT OF ITS CREDITORS OR FOR ANY REASON DISCONTINUED ITS NORMAL OR REGULAR BUSINESS PRACTICE THIS WARRANTY WILL BECOME NULL AND VOID AND OF NO LEGAL EFFECT.

ANY PANEL REPAIRED OR REPLACED IN ACCORDANCE WITH OUR WARRANTY SHALL NOT HAVE THE ORIGINAL WARRANTY PERIOD EXTENDED IE. THERE WILL BE NO WARRANTY UNLESS OTHERWISE STATED IN WRITING BY MILLENNIUM METALS INC.

MILLENNIUM METALS RESERVES THE RIGHT TO TERMINATE OR MODIFY THIS WARRANTY EXCEPT WITH RESPECT TO ORDERS ALREADY ACCEPTED UPON WRITTEN NOTICE.

THE LAW OF THE STATE OF FLORIDA SHALL GOVERN THE RIGHTS AND DUTIES OF THE PARTIES UNDER THIS AGREEMENT AND JURISDICTION AND VENUE IS FIXED IN DUVAL COUNTY, FLORIDA. THIS WARRANTY IS FULL AND COMPLETE AGREEMENT OF THE PARTIES SHALL NOT BE MODIFIED, ALTERED, OR EXTENDED EXCEPT IN WRITING AND SIGNED BY AN OFFICER OF MILLENNIUM METALS AND THE BUYER.

MILLENNIUM METALS MAKES NO OTHER GUARANTEES OR WARRANTIES EITHER EXPRESSED OR IMPLIED, LIMITED OR OTHERWISE, EXCEPT AS SET FORTH WITHIN THIS WARRANTY INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL HAVE NO OTHER LIABILITY WITH RESPECT OF

BUYER _____

MILLENNIUM METALS OFFICER _____

SCOTT GRAMLING/TONYA COGAN

MILLENNIUM METALS INC. 10200 EASTPORT ROAD JACKSONVILLE, FL 32218