

## Valspar Limited Paint Warranty

Purchases from April 28, 2017 to August 16, 2021

DBCI's complete line of standard stock color selections consisting of WeatherXL<sup>TM</sup> Siliconized Polyester coil coatings, applied to steel for doors, fascias or hallway system-fabricated parts, will meet the following standards from the date of installation:

- 1. **Warranty**. Unless otherwise specified in Addendum A, this Warranty applies if any of the following Warranty Conditions occurs:
  - a. within 40 years from the date of application of the WeatherXL<sup>TM</sup>, the WeatherXL<sup>TM</sup> exhibits cracking, flaking or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Warranty Conditions do not include, and this Warranty does not apply to, failures due to substrate corrosion and/or minute fracturing, which may occur in proper fabrication of the building parts.
  - b. within 30 years from the date of installation of the steel panels, the WeatherXL<sup>TM</sup>:
    - i. Chalks in excess of ASTM D-4214 method A number 8 rating on vertically installed (sidewall) panels, when properly maintained as described herein, and
    - ii. Changes color more than 5.0 Hunter Delta-E units on vertically installed (sidewall) panels as surface that has been cleaned of surface oils 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 DBCI does not warrant that color changes will be uniform.
  - 2. **Geographic Limitations**. This Limited Warranty applies only to building parts installed on buildings within the Continental United States, Alaska, and Canada.
  - 3. Exclusions. DBCI is not responsible for, and the Limited Warranty shall not apply to:
    - a. Acts of God, falling objects, explosions, fire, external forces or other similar or dissimilar circumstances beyond Valspar's control;
    - b. Harmful fumes or foreign substances in the atmosphere, or salt spray;
    - c. WeatherXL<sup>TM</sup> 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;
    - d. Failures or damage resulting from corrosion at cut/bare edges or failures of the metal substrate;
    - e. WeatherXL<sup>TM</sup> that has been stored/installed in such a way that allows contact with animals or animal waste;
    - f. Mishandling of WeatherXL<sup>TM</sup> or of any substrate coated with it, including abuse, alteration, modification, improper use, or storage; and
    - g. Where materials/items such as snow guards and solar panels are attached/adhered to the product;
    - h. WeatherXL<sup>TM</sup> on any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from a salt-water environment.

- 4. Conditions of Limited Warranty. To receive Warranty Benefits for a Warranty Condition, you must:
  - a. send written notice of the Warranty Condition to DBCI within 30 days of the appearance of any detectable defect;
  - b. provide access to the affected panels and site;
  - c. assist DBCI and Valspar as necessary in determining the exact cause of failure; and
  - d. provide such documentation as DBCI and Valspar shall request to confirm the Warranty Condition, including records sufficient to identify the batch number and application date of the WeatherXL<sup>TM</sup> coating involved.
- 5. **Exclusive Remedy**. If a Warranty Condition occurs and the other requirements of this Warranty are met, DBCI will pay for labor and material reasonably necessary to repaint, repair or replace, at DBCI's 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 DBCI's 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.
- 6. **Sole Warranty**. This is DBCI's only warranty concerning WeatherXL™ Siliconized Polyester coil coatings. Except for this Warranty, DBCI MAKES NO WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR FREEDOM FROM PATENT INFRINGEMENT. VALSPAR WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. DBCI has no other liability with respect to WeatherXL™ Siliconized Polyester coil coatings, whether based on warranty, negligence or any other legal theory.
- 7. General. This is the complete warranty. It lists all of DBCI's obligations regarding WeatherXL<sup>TM</sup> Siliconized Polyester coil coatings purchased by customer on or after April 28, 2017. This Warranty does not extend to customer's successors and assigns. This Warranty is non-transferable and nonassignable. Customer and its agents and representatives may not claim, represent or imply to customer's customers, distributors, installers or contractors that this Warranty extends to parties other than customer, and any violation thereof shall excuse DBCI from its obligations under this Warranty. The laws of the State of Minnesota shall govern all rights and terms under this Warranty without regard to any choice or conflict of law provision of any jurisdiction. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the non-exclusive jurisdiction of the state and federal courts of the State of Georgia for any litigation which may arise out of or be related to this Warranty. Buyer irrevocably waives any objection based on forum nonconvenience or any objection to venue of any such action. Any action or suit initiated by Buyer in connection with this Warranty must be brought in a state or federal court of the State of Georgia. THERE IS EXCLUDED FROM THIS WARRANTY THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.
- 8. Entire Agreement and Payment Contingency. This Warranty contains the entire agreement with respect to the warranties granted regarding WeatherXL<sup>TM</sup> applied to the steel coil(s) and replaces all other agreements (oral or written). DBCI shall have no obligations under this Warranty unless and until Seller receives payment in full for the applicable steel coil to which the WeatherXL<sup>TM</sup> is applied.

## Addendum A

Description	Film Integrity	Color (sidewalls only)	Chalk (sidewalls only)
Silhouette Gray	40	30	30
Continental Brown	40	30	30
Bronze	40	30	30
Burnished Slate SR	40	30	30
Cocoa Brown SR	40	30	30
Buckskin	40	30	30
Desert Tan	40	30	30
Light Stone	40	30	30
Saddle Tan	40	30	30
Sunset Orange	40	10	10
Tangerine	40	10	10
U-Haul Orange	40	10	10
Evergreen	40	10	10
Forest Green	40	10	10
Dark Teal	40	10	10
Ivy Green	40	30	30
Fern Green	40	30	30
Teal	40	10	10
Marine Green	40	10	10
SG Forest Green	40	10	10
Green	40	5	5
Royal Blue	40	10	10
Polar Blue	40	30	30
Hawaiian Blue SR	40	30	30
Purple	40	5	5
Gallery Blue SR	40	10	10
Rustic Red	40	30	30
Crimson Red	40	5	5
Maroon	40	5	5
Valentine Red	40	10	10
Patriot Red	10	5	5
Cedar Red	40	30	30
Glossy White	40	N/A	N/A
Safety Yellow	40	10	10
Uncle Bob's Yellow	40	10	10