

**Parties:**

Drexel Metals, Inc. extends the following limited warranty to:

\_\_\_\_\_  
*Drexel Metals Contractor*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Project Owner*

\_\_\_\_\_  
*Project Name*

\_\_\_\_\_  
*Address*


\_\_\_\_\_  
*Invoice #*

Concerning sales of our CERAM-A-STAR® 1050 painted coil and sheets, which will be fabricated into components for, pre-painted metal roofing and metal buildings.

5. Drexel Metals Inc. reserves the right to terminate this warranty at any time (except as to orders already accepted) upon giving of written notice thereof.
6. This Warranty becomes effective only upon presentation of paid invoices from contractor/owner to manufacturer/installer and to Drexel Metals Inc.. In no event will future claims be honored if the above payments have not been made.

This is our complete warranty. The laws of the State of Kentucky, USA, hereunder shall govern the rights and obligations of the parties. Any controversy or claim arising out of or relating to this contract shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Louisville, KY USA. The language of the arbitration shall be English. Drexel Metals Inc. makes no guarantees, either expressed or implied beyond the fact hereof; including, with limitation, warranties of fitness and merchantability and shall have no other liability with respect thereto.

Drexel Metals Inc.



Brian Partyka  
Partner

\_\_\_\_\_  
*Date*



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# Drexel Metals Siliconized Polyester Coated Product 25-Year Non Pro-Rated Warranty

(From date of installation)



## Coverage:

Drexel Metals warrants that CERAM-A-STAR® 1050 will conform to the performance standards listed below (the “Limited Warranty”):

1. Within 25 years from the date of installation, CERAM-A-STAR® 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 standard—such crazing or cracking shall not constitute a basis for complaint under this Limited Warranty. Further, failure due to substrate issues including, but not limited to corrosion is not covered by this Limited Warranty. Various metals may react differently under different atmospheric conditions.
2. Within 25 years from the date of installation:
  - a. Sidewall panels of CERAM-A-STAR® 1050 will not change color 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 D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964; and
  - b. Sidewall panels of CERAM-A-STAR® 1050 will not chalk more than a number eight (8) rating and **roof panels will not chalk more than a number six (6) rating** when measured per ASTM D 4214, Method A.

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

Coils or fabricated parts which have suffered scratching or abrasion or impact by a hard object, are stored at any time prior to field installation contrary to storage instructions as issued by Drexel Metals; are stored or installed in a way which allows standing water on the coating or which occurs in any chemically aggressive environment containing salts or other chemicals, whether naturally occurring or caused by man; are stored or installed in an environment that includes a high degree of humidity, sand, dirt or grease, whether naturally occurring or caused by man; have suffered any damage caused by acts of God, radiation, falling objects, explosion, or other

external forces, including conditions which develop between the coating and the metal which cause the coating to degrade.

This paint warranty is a “film integrity” warranty only and does not cover events or environmental circumstances that negatively impact the performance of the substrate on which the paint system is applied.

## Exclusion of Other Warranties:

This limited warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose, or other warranty of quality, whether expressed or implied, and whether written or oral. Corrections of non-conformities in the manner and for the period of time provided herein shall constitute fulfillment of all liabilities of Drexel Metals with respect to or arising out of the goods whether based on contract, negligence, strict liability in tort, or otherwise.

## Other Conditions:

This limited warranty does not apply to the following conditions: areas subject to water run-off from lead or copper flashings or areas in metallic contact with lead or copper; areas sheltered from periodic washing by natural rainfall such as underside eaves and soffits; conditions and circumstances where corrosive fumes or condensates are generated or released inside the building; or forming where the bend is tighter than 2T for sheet thicknesses up to 0.030" (0.75mm) and tighter than 4T for sheet thicknesses 0.031" (0.76mm) and thicker; the slope of the roof or sections of the roof being flatter than 1/4; 12; forming which involves severe reverse bending or which subjects the coating to alternate compression and tension; failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels; failure to remove debris from overlaps and all other surfaces of sheets and panels; damage to the coating caused by contact with green or wet lumber; wet storage stain caused by water damage or from condensation; presence of damp insulation or other corrosive materials in contact with or close proximity to sheets or panels; installed or stored in such a way that allows contact with animals or animal waste, harmful fumes or foreign substances in the atmosphere, or salt spray; CERAM-A-STAR® 1050 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; Significant differences in insulation below coated metal panel, where materials / items such as snow guards and solar panels are attached / adhered to the product and finally, deterioration of sheets or panels caused directly or indirectly by contact with fasteners (The selection of suitable long-lasting fasteners to be used rests solely with the Buyer).

Drexel Metals recommends that there be a systematic fresh water rinse maintenance program in effect in the areas of salt concentration (such as adjacent to the seashore and/or industrial atmospheres) so as to prevent the accumulation of concentrated mineral deposits.

## Stipulations and Limitations for Remedy:

Drexel Metals Inc.'s liability for breach of this warranty shall be limited exclusively to the cost of either repairing non-conforming sheets or panels or, at Drexel Metals Inc.'s sole option, of furnishing F.O.B. Buyer's plant, sufficient sheet product to enable Buyer to fabricate replacement panels for the non conforming panels.

1. Drexel Metals Inc. shall not in any event be liable for the cost of labor expended by others on any non-conforming sheets or panels or for any special, indirect or consequential damages to anyone by reason of the fact that such sheets or panels shall have been non-conforming.
2. Claims must be promptly reported in writing to Drexel Metals Inc. and Drexel Metals Inc. shall be given a reasonable opportunity to inspect the sheets or panels claimed to be non-conforming. Adequate identification of the material involved in the claim, including the date of installation, order number, coil number, invoice number and date of shipment must be established by the Buyer.
3. Buyer shall exercise diligence in the inspection of material as received from Drexel Metals Inc. so as to mitigate repair or replacement.
4. Drexel Metals Inc. extends this warranty solely to the owner. This warranty is non-transferable and non-assignable.