

WARRANTY
BRUCE & DANA'S PREMIUM PVDF ROOFING AND SIDEWALL SYSTEM

Bruce & Dana, Inc. herein called "B & D", makes the following warranty to _____, residing at _____ herein called "Customer" concerning the use of B & D's Premium PVDF Paint System, including Primer and Backer, herein called "Product", when applied for Roofing and Sidewall Panels.

B & D warrants that the Product will not under normal atmospheric conditions (which term excludes corrosive or aggressive atmospheres such as those contaminated with chemical fumes or salt spray).

- A. Peel, check, chip or crack (except for such crazing or slight cracking as may occur on tightly roll-formed edges or brake bends at the time of forming prepainted sheet and which is accepted as standard) for a period of Thirty Five (35) years from the date of installation of Metal coated with the Product.
- B. 1. Chalk in excess of a numerical rating of eight (8) when measured in accordance with the standard procedures specified in ASTM D659-80; or

2. Fade or change in color in excess of five (5) units (NBS), calculated in accordance with ASTM D2244-85, paragraph 6.3. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. It is understood that fading or color change may not be uniform if the surfaces are not equally exposed to the sun and elements.

On all installations, the warranties made in this section B shall extend for the shorter of the following periods:

- a) Thirty Five years (420 months) from the installation of metal coated with Product.
- b) Thirty Five years, six months (426 months) from the time of the application of the Product to the Metal.

THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. All B & D Premium PVDF colors supplied by B & D to the customer are covered by this warranty unless B & D specifically and in writing notifies the Customer otherwise. This warranty shall not apply where B & D coating is mixed, used in combination with, or combined with any other material.
- 2. In addition to and without limiting the other conditions of this warranty, the following specific condition must be met: (a) the coated surface must be a roofing (panel with a slope on which no standing water accumulates), or siding surface must be of an architectural, commercial, pre-engineered, or residential building; (b) the surface must be properly chemically treated in accordance with the Product Data Sheet; and (c) the Product applied to the coated surface must be properly cured according to the Product Data Sheet.
- 3. The warranty will not extend to, or cover: (a) damage to the Product occasioned by moisture or other contamination detrimental to the Product attributable to improper storage of the coated Metal prior to installation; (b) damage to the Product occasioned by condensation attributable to improper packaging, handling, shipping, processing and/or installation.
- 4. If Product is on a surface located less than 1,500 feet from the seashore (salt water), maintenance will be performed by the building owners including annual "sweet water" (fresh tap water) rinse in accordance with AAMA 610.1-1979 (copy available upon request). The Product must not be cleaned with abrasive or chemical cleaners.
- 5. The warranty will not be applicable to damage or failure which is attributable to acts of God, falling objects, external forces, explosives, fire, riots, civil commotion, acts of war, or other such similar or dissimilar occurrences beyond B & D's control.
- 6. Claims under this warranty must be made by Customer to B & D in writing thirty (30) days after discovery of the condition giving rise to the claim, and B & D must be given reasonable opportunity to inspect the coated Metal claimed to be defective.

7. In the event of a claim under this warranty, Customer shall demonstrate to the reasonable satisfaction of B & D that the failure of the Product was due to a breach of the warranty stated herein. Customer has the responsibility to supply a video and/or photographs of the claimed defective product for B & D inspection. Upon review, B & D may, at its discretion, choose to remediate said claim under the terms and conditions outlined in the warranty document or inspect the project. Furthermore, if the claim is not found to be the fault of the coating system and if deemed appropriate by B & D, all related site visitation costs would be the responsibility of the claimant.
8. B & D's liability under this warranty will be limited, at its option, to refinishing or replacing the Metal coated with the Product claimed to be defective, and in no event shall B & D's liability exceed the original material costs. In no event shall B & D be liable for any incidental or consequential damages. Any refinishing of the Metal shall be performed by using standard finishing practices and materials (and not necessarily the Product) selected by B & D, which reserves the right to approve or negotiate the contract for such refinishing. The warranty on any refinished or replaced metal supplied hereunder shall be for the remainder of the warranty period applicable to the Metal originally coated.
9. The warranty is extended to Customer alone as the purchaser of the product and shall not inure to the benefit of any other party. The warranty is transferable and assignable by Customer, to the new building owner with transfer of "our" invoice in their possession.
10. B & D reserves the right to terminate this warranty at any time upon thirty (30) days advanced written notice, except with respect to any Product which has already been shipped to customer. The warranty will apply only to Metal supplied by B & D and used within the continental United States, unless B & D agrees otherwise in writing.
11. EXCEPT AS SET FORTH HEREIN, B & D MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCT, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. All the foregoing conditions constitute material terms of this warranty and violation by customer or its agents or representatives of any one or more conditions shall release B & D from its obligations hereunder.
13. All notices given under or pursuant to this agreement shall be in writing and either personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, to the party to whom such notice is to be given as follows:

B & D: **Bruce & Dana, Inc.**
 2204 Simpson St. SE
 Salem OR 97301

CUSTOMER: _____

INVOICE #: _____

ATTN: Wayne Helms, Production Manager

All such notices when deposited in the U.S. Mail, as set forth above shall be considered served when so deposited.

14. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on B & D unless made in writing and signed by its authorized representative.
15. The warranty shall not become effective unless and until signed by an authorized representative of B & D.

BRUCE & DANA, INC.

By: _____

COIL#: _____

TITLE: _____

COLOR: _____

DATE: _____

DATE RAN: _____

DATE FINISHED: _____