



## Fluoropolymer 35yr Limited Paint Warranty

APEC warrants to the buyer that panels, effective from the date of shipment and erected within the continental United States, will perform in accordance to the following Fluoropolymer Paint Warranty.

### Film Integrity

For a period of 35 years, the paint film 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 as standard – such crazing or cracking shall not constitute a basis for complaint under this limited warranty. Failure due to substrate corrosion is excluded.

### Chalk & Fade

Roofing & Sidewall - For a period of 35 years, the paint film will not chalk in excess of ASTM D-4214-98 method A (D659) number eight (8) rating and will not change color more than five (5) Hunter  $\Delta E$  units as determined by ASTM method D-2244-02.

NOTE: Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and corresponding values measured on the original or the exposed painted surface. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

### Terms & Conditions

1. This warranty covers the material exposed to normal atmospheric conditions (which term excludes exposure to salt spray or corrosive or aggressive atmospheres. This warranty shall not apply where material failure is the result of fire, other accident or casualty, vandalism, salt spray, atomic radiation, harmful fumes or foreign substances in the atmosphere, acts of God, or other such occurrences beyond APEC's control.
2. This warranty will not extend to or cover damages to the material due to improper packaging, shipping, or processing, improper handling (whether pre-erection or during erection), improper storage, improper erection, or improper installation (which includes failure to permit drainage of standing water.)
3. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by panel contact with inferior fasteners. Selection of suitable long-lasting fasteners to be used with manufacturer's extended life panels rests solely with the purchaser.
4. The improper use of recommended seaming equipment or use of other seaming equipment not recommended by the manufacturer will result in this and all warranties being void. Consult APEC for proper seaming procedures.
5. This warranty does not apply to perforated material.
6. Consumer shall exercise diligence in inspection of materials as received from the manufacturer prior to use so as to mitigate expense involved to manufacturer under this warranty.
7. This warranty applies only to the paint film on the material and does not cover in any way any other aspect of the material.
8. This warranty will not extend to or cover:

- a. Damage caused by water runoff from lead, copper, graphite, or other dissimilar material, including, but not limited to, A/C condensation and treated wood.
  - b. Damage to the coated metal caused by contact with corrosive substances, or allowing panel cut edges to be in continual contact with water damp insulation, soil or vegetation i.e. setting wall panels directly on the concrete sheeting notch or base trim.
  - c. This warranty does not apply to products, materials, accessories, parts, or attachments which are not produced by APEC. In addition, all other products not specifically included are hereby excluded from this warranty.
9. Claims for any breach of warranty must be made within the period of this limited warranty and within 30 days after discovering the non-conforming sheet; Buyer must give APEC a reasonable opportunity to inspect the material.
  10. If the panel finish fails to comply with the warranty specifications set forth above, APEC shall have no liability with respect thereto except, at its sole option to repair, repaint, or replace the failed material, which shall be the purchaser's sole and exclusive remedy. If APEC chooses replacement of material, its sole obligation will be for the replacement of material only. APEC shall not be liable for any expenses connected with labor for the replacement of the defective material or any other consequential damages, loss of profits or any other incidental, general, special or compensatory damages. Should repair or repaint be chosen by the manufacturer, it reserves the right to approve and negotiate the contract for such action.
  11. This warranty extends solely to the Buyer and is non-transferable and non-assignable.
  12. APEC reserves the right to terminate this warranty at any time (except as to orders already accepted).
  13. Panel repaired or sheet product furnished under this warranty shall not extend the original warranty time period.
  14. APEC shall have no obligations under this warranty unless and until it receives payment in full for all materials furnished.
  15. The warranty coverage provided above by APEC shall be expressly limited to and shall include only such warranty coverage on material by the original supplier. And all such warranty coverage available from APEC shall apply only to the same extent that such warranty coverage is available from the original supplier thereof. To the extent that warranty coverage from such supplier(s) is unavailable for any reason whatsoever, APEC shall not have any further liability to Buyer or any other party.

APEC MAKES NO GUARANTEE, EITHER EXPRESSED OR IMPLIED OTHER THAN AS STATED HEREIN, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS AND MERCHANTABILITY FOR ANY PURPOSE. APEC SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF ANY KIND WHATSOEVER.

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

APEC Invoice Number: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_