PETERSEN ALUMINUM Limited 35-Year Ore PVDF Paint Warranty

Project Owner:

Project Name:

Address:

City, State and Zip:

Installer Name:

Material Installation Date:

PART I

Petersen Aluminum (hereinafter referred to as "PAC-CLAD") hereby issues the following limited warranty to the above referenced owner (hereinafter referred to as "OWNER") exclusively. Subject to the terms and conditions listed below, PAC-CLAD warrants that upon delivery, its standard color Ore PVDF coating (hereinafter referred to as the "COATING"), applied to a metal substrate, that has been fabricated, roll-formed or otherwise manufactured, within one year from the date of shipment thereof by PAC-CLAD, and sold for use as painted roofing, wall, mansard, and/or soffit panels, or other flashings and edge metal building components, will for the warranty periods shown below, from the material installation date listed above (hereinafter referred to as the "WARRANTY PERIOD"), meet the following quality standards:

A. 35-YEARS: CHALKING - COATING will not chalk in excess of ASTM D-4214 method A number eight (8) rating.

B. 35-YEARS: COLOR FADE - COATING will not change color more than five (5.0) Hunter ΔE units as determined by ASTM method D-2244 after removal of external deposits and chalk. It is understood by all the parties herein named, that fading or color change may not be uniform in appearance between surfaces not equally exposed to the sun and other weathering elements. This paragraph is not applicable in its entirety for all PAC-CLAD® metallic colors or custom PVDF colors.

C. 35-YEARS: FILM INTEGRITY - COATING will not crack, check, peel, flake, or otherwise lose adhesion as a result of failure of the COATING. The terms, crack, check, peel, and flake, used herein shall not include minute fracturing of the COATING incurred during proper fabrication. Loss of adhesion of the COATING to the metal substrate, as a result of metal substrate corrosion, however caused, and either from the front side or the backside of the metal substrate, is excluded and not covered under this warranty.

The following additional terms, conditions and other limitations are also included as part of this warranty:

PART II

1.) This warranty and all terms, conditions and exclusions contained herein apply to the PAC-CLAD material only. In regards to the metal substrate in which the COATING has been applied, or material that has any solar panels/solar film applied to the COATING, PAC-CLAD makes no representations or other warranties whatsoever. ALL SOLAR PANEL/FILMS ARE SOLD AS IS. In addition, PAC-CLAD makes no representations or otherwise warrants the weather tightness of the roofing, wall, mansard, and/or soffit panels, or other flashings and edge metal building components referred to in Part I. Further, PAC-CLAD is expressly to be held harmless for failures, leaks or consequential damages caused by the roofing, wall, mansard, and/or soffit panels, or other flashings and edge metal building components.

2.) This warranty applies to PAC-CLAD material installed on structures within the continental United States, Alaska, and Canada that have been exposed to normal weather and atmospheric conditions only. Installations with a proximity of less than 2,000 feet from a seacoast are excluded and not covered by this warranty. Failure of the COATING caused by exposure to harmful fumes, cement dust, falling sand, animal waste or its decomposition by-products, dust particles and other foreign substances in the air, chemical fumes, chemical sprays, and loss of adhesion to the metal substrate due to corrosion of the metal substrate, are not covered by this warranty. In addition, this warranty does not apply to failure of the COATING caused by or as a result of fire, other accident or casualty, vandalism, radiation, falling objects, explosions, riots or acts of God. Also, the warranty is void for areas where materials / items such as snow guards, solar panels or solar films are attached to the PAC-CLAD material. In addition, the warranty is voided if the material is perforated. The COATING portion of this warranty above (Chalking/Color Fade/Film Integrity) does not cover events or environmental circumstances that negatively impact the performance of or corrosion in the metal substrate on which the COATING is applied. Finally, this warranty does not apply to failure of the COATING caused by the following: damage incurred during shipment, improper storage, improper fabrication or improper installation, improper seaming techniques, surface scratches or other abrasions however caused, damage caused by contact with areas subject to water run-off from lead, copper or other incompatible flashings or areas in metallic contact with lead, copper or other dissimilar metals, damage caused by failure to provide free drainage of water, including internal condensation from overlaps, and all other surfaces of the roofing, wall, mansard, and/or soffit panels, or other flashings and edge metal building components, damage caused by failure to remove debris or other accumulations of foreign substances from the surface of the roofing, wall, mansard, and/or soffit panels, or other flashings and edge metal building components, damage caused by contact with green or wet lumber, damage caused by contact with or close proximity to damp underlayment, insulation, soil, vegetation or other corrosive materials and/or damage caused by use of unsuitable fasteners or flashings. Selection of suitable long-lasting fasteners as well as appropriate flashings rests solely with the OWNER.

3.) This warranty does not apply to failure of the COATING in the following additional circumstances: forming where the bend is tighter than 2T for metal substrate thicknesses up to 0.030" (0.75mm) and tighter than 4T for metal substrate thicknesses 0.031" (0.76mm) and thicker, forming which involves severe reverse bending, or which subjects the PAC-CLAD material to alternate compression and tension, roofing applications where the slope of the roof, or sections of the roof, are less than 1/4": 12", applications where the COATING is sheltered from periodic washing by natural rainfall such as underside eaves and soffits, or discoloration or damage to the COATING caused by failure to remove factory applied protective strippable film (where applicable).

PART III

1.) All claims filed under the provisions of this warranty must be presented by the OWNER to PAC-CLAD, in writing, during the WARRANTY PERIOD and not more than thirty (30) days after discovery of any apparent defects, delivered by Registered or Certified mail to the following address:

Petersen Aluminum
1600 Airport Road
Waukesha, WI 53027
ATTN: Warranty Claims

In submitting a claim under the provisions of this warranty, it is the responsibility of the OWNER to provide adequate documentation of the COATING involved in the claim, including PAC-CLAD order number, PAC-CLAD invoice number, and proof of payment to PAC-CLAD or its distributor for all such materials included as part of the claim. In no event will any claims be honored under the provisions of this warranty if invoices from PAC-CLAD or its distributor have not been previously satisfied in full within PAC-CLAD's standard credit terms. OWNER further agrees to allow PAC-CLAD to inspect all such documentation.

2.) After receipt of claim from OWNER, PAC-CLAD will be given a reasonable opportunity to examine, or cause to be examined, the material claimed to be non-conforming. OWNER shall further use reasonable care to protect any disputed material until PAC-CLAD has had time to conduct its own inspection and make disposition.

3.) If after inspection it is determined by PAC-CLAD that the claim is valid under the terms of this warranty, then PAC-CLAD agrees, at its option, to refinish, repair or replace the defective material on the following basis:

a. If the COATING is to be refinished then PAC-CLAD shall bear the cost of materials and labor reasonably necessary to repaint those areas showing failure. Further, PAC-CLAD shall use normal painting practices to apply a PVDF coating system or other suitable alternative. The choice of appropriate coating system to use rests exclusively with PAC-CLAD.

b. In the case of repair or replacement of the defective COATING, PAC-CLAD shall at its option, and F.O.B. PAC-CLAD plant, furnish either replacement components or sufficient material to fabricate replacement components, for those areas of the building where the material is determined to be defective. However, in no event shall PAC-CLAD be liable for the cost of labor expended by others on any nonconforming material or for any special, indirect or consequential damages to anyone by reason of the fact that such material may have been nonconforming.

This warranty shall apply to the part or parts of the COATING refinished, repaired or replaced by PAC-CLAD, but only for the unexpired portion of the WARRANTY PERIOD applicable to the original material installation date. It will be at the discretion of PAC-CLAD what appropriate measure shall be taken; that is whether the material should be refinished, repaired or replaced. However, in lieu of any of the foregoing alternatives, PAC-CLAD also reserves the right to refund to the OWNER a cash amount equal to PAC-CLAD's original invoiced price of the nonconforming materials as satisfaction in full for all claims under this warranty. In addition, should repair or replacement of the nonconforming materials necessitate the removal of solar panels/solar films PAC-CLAD assumes no responsibility for either the original, replacement or reinstallation costs of these solar panels/solar films. At no time does this warranty confer upon the OWNER the right to refinish, repair or replace those areas of material under dispute without written notice and agreement by a duly authorized officer of PAC-CLAD. Any unauthorized refinish, repair or replacement of the material shall result in this warranty becoming null and void.

PART IV

1.) Except as provided herein, PAC-CLAD makes no warranty or guarantee, express or implied, including without limitation, WARRANTIES OF FITNESS AND MERCHANTABILITY. Further, OWNER acknowledges that PAC-CLAD shall have no other liability to any other person, firm, or corporation with respect thereto, including, without limitations, any liability for indirect, consequential or resultant damages, whether based upon breach of warranty or negligence.

2.) PAC-CLAD extends this warranty solely to the OWNER listed herein. This warranty is non-transferable and non-assignable.

3.) This Warranty is governed by and enforced in accordance with the laws where the material is installed,

County/State of Select State

4.) If any provision of this warranty shall be held by any Court of competent jurisdiction to be invalid or unenforceable in whole or in part, the remaining provisions of this warranty shall be effective to the same extent as if such invalid or unenforceable provision had never been contained herein.

5.) PAC-CLAD reserves the right to terminate this warranty at any time upon thirty (30) day written notice. However, termination shall not affect the rights accruing to the OWNER prior to such termination.

6.) PAC-CLAD suppliers of the COATING, and the COATING application to the metal substrate have made certain warranties to PAC-CLAD which are similar to the warranties made by PAC-CLAD to the OWNER under this limited warranty. In the event that the supplier and or applicator (or its successors or assigns) of the material can no longer perform, or is not willing to perform, its obligations to PAC-CLAD, then the limited warranty contained herein shall be of no further force or effect.

7.) The terms hereof shall constitute the entire agreement and understanding of the parties hereto respecting the subject matter hereof and no provision or statement contained at any time in any other writing, including without limitation, OWNERS, customers and/or contractors purchase orders, architects specifications or PAC-CLAD's acceptance forms shall be effective to change the provisions hereof, unless contained in a subsequent agreement, in writing, signed by both the OWNER and PAC-CLAD expressly stating that it is intended thereby to modify or supplement this instrument.

PETERSEN ALUMINUM CORPORATION

By: _____

Tony Mallinger, President, CAM

****** Not valid without Authorized Signature******

Date: January 1st, 2025

PAC-CLAD® is a registered trademark of Petersen Aluminum