

GULF COAST SUPPLY & MANUFACTURING, LLC
COLRGUARD ULTRA1-PVDF LIMITED WARRANTY

Gulf Coast Supply & Manufacturing, LLC (GULF COAST) is pleased to offer this thirty-five (35) year Limited Warranty to the herein identified customer (CUSTOMER) and applies to the finish on AZ50 Galvalume® or Aluminum flat sheet and coil products (PRODUCT) consisting of PVDF based coatings containing Kynar 500® or Hylar 5000® resin (COATING) if erected anywhere within the Continental United States or Canada.

SECTION A: HOW WILL THE COVERED PRODUCT WEATHER?

Although it is recognized by GULF COAST and CUSTOMER that most paint coatings, including the paint coatings applied to PRODUCT, will fade and change appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, GULF COAST warrants that the paint coating on PRODUCT will conform to the performance standards listed below under normal atmospheric conditions.

1. Subject to the provisions contained herein, GULF COAST warrants that for thirty-five (35) years from installation, GULF COAST's COATING will not chip, crack, peel, flake or check (except for such slight crazing or cracking as may occur on tightly roll-formed edges or break bends at the time of roll forming or other fabrication of pre-painted sheet or coil and which is accepted in the industry as standard).
2. Subject to the provisions contained herein, GULF COAST warrants that for twenty five (25) years from installation, when installed vertically or not more than eighty-six degrees (86°) from the vertical, the COATING will not chalk in excess of ASTM D-4214-89 method 0659 number eight (8) rating, or change color more than Five (5.0) Hunter BE units as determined by ASTM method 0-2244-2. Color change will 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 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.
3. Due to pigment limitations, Regal Red, Matte Black, and US Antique Black are covered by a number eight (8) rating for chalk and five (5) BE units for fade for a period of ten (10) years from installation. Copper and other metallic colors have no rating available for color change.
4. This Warranty applies solely to GULF COAST "inventoried stock" colors. Custom matched colors and non-inventoried items may have different Warranty terms, or not be warranted.

SECTION B: WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

1. This Warranty does not apply to circumstances beyond GULF COAST's control, including:
 - a) Fire or other casualty or physical damage;
 - b) Unusual harmful fumes, foreign substances in the atmosphere or standing water;
 - c) Improper treatment of or defects in the metal or in the fabrication;
 - d) Intermittent or continual submersion in water or any other liquid or solid material;
 - e) Damage from wind, deliberate damage or improper handling by erectors;
 - f) Mishandled products, e.g., ANY PRODUCT WHICH HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED OR STORED CONTRARY TO GULF COAST's INSTRUCTIONS;
 - g) Stored or installed in a way that allows for poor air circulation or contact with animals or animal waste;
 - h) Embossing that fractures or severely stretches the film (i.e. film is diminished at the point of emboss by greater than 0.20 mils); and
 - i) PRODUCT not manufactured by GULF COAST within six (6) months from shipment thereof by GULF COAST's supplier of product.

2. This Warranty does not cover damage or deterioration resulting from moisture contamination or entrapment of any other contamination detrimental to the COATING, which occurs prior to installation of the PRODUCT, including, without limitation, contamination occurring during shipment of the PRODUCT to the jobsite or during storage at the jobsite. This Warranty does not cover failure due to corrosion of substrate. Other GULF COAST warranties address corrosion issues.

SECTION C: WHAT MUST CUSTOMER DO TO KEEP THIS LIMITED WARRANTY COVERAGE?

Claims under this Warranty must be presented by CUSTOMER to GULF COAST in writing during the applicable warranty period and within fifteen (15) days after CUSTOMER becomes aware that any warranted condition has occurred. Time is of the essence and failure to give notice within the specified time shall discharge GULF COAST from any obligations under this Warranty. GULF COAST must be given a reasonable opportunity to do an on-site inspection to determine if there is a coating failure. For this Warranty to apply, the Customer must retain certain records. In order for GULF COAST to process a claim, we will need to be provided with the original invoice number.

SECTION D: REMEDY

All Warranty work will be performed by GULF COAST or any company, dealer, contractor, applicator or distributor selected by GULF COAST. Since there may be a color variance between the replacement or repainted Product and the originally installed product due to normal weathering (i.e. exposure to sunlight and extremes of temperature and weather) of the originally installed PRODUCT, this condition shall not be indicative of a defect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, GULF COAST'S LIABILITY SHALL NOT EXCEED THE LESSER OF THE FOLLOWING: (A) THE CUSTOMER'S LIABILITY DIRECTLY ATTRIBUTABLE TO A BREACH OF THIS WARRANTY, OR (B) THE REFINISHING OR REPLACEMENT OF THE FAILED COATED MATERIAL, OR AT GULF COAST'S OPTION, REFUND OF AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE AMOUNT PAID BY GULF COAST TO GULF COAST'S VENDOR FOR THE PURCHASE OF THE DEFECTIVE PRODUCT. GULF COAST SHALL NOT BE LIABLE FOR INJURY TO PROPERTY OTHER THAN THE PRODUCT COATED WITH FLUOROCARBON PAINT SYSTEMS, IN THE CONDITION AND AS PURCHASED BY CUSTOMER FROM GULF COAST. GULF COAST IN ALL INSTANCES SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO DETERMINE WHETHER OR NOT REFINISHING OR REPLACEMENT OF THE FAILED AREAS IS REQUIRED, AND TO FULFILL ITS OBLIGATIONS UNDER THE WARRANTY, GULF COAST RESERVES THE RIGHT TO NEGOTIATE AND APPROVE ANY FINAL CONTRACT SETTLEMENT FOR REFINISHING AND REPLACEMENT AS THE CASE MAY BE.

SECTION E: EXCLUSION OF OTHER WARRANTIES

THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES ARE MADE, AND ANY SUCH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. CUSTOMER WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST GULF COAST, AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF GULF COAST. GULF COAST SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. GULF COAST HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY.

SECTION F: LIMITATION OF LIABILITY

THE LIABILITY OF THE SELLER SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY PRODUCT TO CONFORM TO THE PROVISIONS OF THIS LIMITED WARRANTY.

GULF COAST SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PANEL OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE TO ANYONE BY REASON OF THE FACT THAT SUCH PANELS SHALL HAVE BEEN DEFECTIVE.

SECTION G: OTHER TERMS

This Limited Warranty is extended to CUSTOMER as the original purchaser from GULF COAST and is non-transferable and non-assignable, and may not be enlarged in its scope by any representative, sales person, agent or other employee of GULF COAST. No rights against GULF COAST shall be created by any purported transfer or assignment. This provision is a material term of this Warranty and its violation or breach by CUSTOMER or any of CUSTOMER's agents or representatives shall void and cancel this Warranty for all purposes.

Notwithstanding anything in this Limited Warranty to the contrary, with respect to PRODUCT, in no event shall the warranty obligations of GULF COAST to CUSTOMER exceed the warranty obligations of GULF COAST's supplier of PRODUCT (SUPPLIER) extended to GULF COAST (a copy of which will be provided to CUSTOMER upon request), and, in the event SUPPLIER is not in legal existence at the time of a CUSTOMER warranty claim hereunder, or otherwise fails (for any reason) to make good on its warranty obligations extended to GULF COAST with respect to such warranty claim, GULF COAST shall have no warranty obligations to CUSTOMER under this Limited Warranty with respect to such warranty claim. CUSTOMER acknowledges that GULF COAST is not the manufacturer of either the metal or the coating warranted herein and agrees that all issues arising from or related to the exceptions set forth herein shall be determined finally and conclusively as to the CUSTOMER, by the original manufacturer.

The rights and obligations of the parties hereunder shall not be governed by the provisions of the UN convention on contracts for the International Sale of Goods; rather, these rights and obligations shall be governed by the laws of the State of Florida, USA. Any controversy or claim arising out of or relating to this contract shall be determined by arbitration on accordance with the Commercial Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be three. The place of arbitration shall be the County of Dixie, Florida USA. The language of the arbitration shall be English.

CUSTOMER (Original Building Owner)	Purchaser (if different from CUSTOMER)
_____	_____
CUSTOMER's phone # (____) ____-_____	Purchaser's phone # (____) ____-_____
Address of building with warranted PRODUCT:	GULF COAST's Invoice Number(s)_____
_____	_____
_____	_____
_____	_____
CUSTOMER's Signature _____	Date ____/____/_____
Warranty must be signed and dated by CUSTOMER and returned to GULF COAST within 45 days to be in effect.	