

10-YEAR FILM LIMITED WARRANTY TRUFORM®580 – STANDARD COLORS

Effective Date: August 1, 2012

To: WISMARQ CORPORATION

930 Armour Road Oconomowoc, WI 53066

This Limited Warranty ("Limited Warranty") applies to any Product shipped after August 1, 2012 and no previous warranty shall apply to such Product sold after August 1, 2012.

PPG INDUSTRIES, INC. (hereinafter "PPG INDUSTRIES") warrants that the Product listed above, when: (1) purchased by a customer (hereinafter the "Purchaser") to coat Aluminum, Hot-Dipped Galvanized Steel (HDG) or Aluminum/Zinc-coated Steel (Galvalume) (hereinafter the "Metal") (2) cured by the Purchaser or a third party (hereinafter the "Coater") on behalf of the Purchaser in accordance with the Product Data Sheets supplied to Coater, will retain its Film integrity, Color and Chalk, as defined below, after the installation of the Metal coated with the Product consistent with the table attached hereto.

DEFINITIONS:

- 1. Film Integrity shall be defined as the absence of peeling, checking, chipping or cracking, except for such crazing or slight cracking as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet.
- Color Change shall be defined as freedom from fade or change as warranted in ΔE units calculated in accordance with ASTM D2244-02, paragraph 6.2.2 CIEL*a*b*, 10° Observer, specular included. Color Change is measured on an exposed painted surface that has been cleaned of surface soils and chalk and then compared to corresponding values measured on the original or unexposed coated surface.
- 3. Chalk or Oxidation shall be defined as a numerical rating as warranted when measured in accordance with the standard procedures specified in ASTM D4214-98.
- 4. Absence of surface stains frequently known as "tiger striping" that cannot be readily removed with non-abrasive commercial cleaners. "Tiger striping" is a visual appearance of grey/black vertical streaks on the gutter trough exterior caused by the overflow and drying of dirty rainwater on the coating.

THIS LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS. ALL OF THE FOLLOWING CONDITIONS AND ADDITIONAL CONDITIONS CONSTITUTE MATERIAL TERMS OF THIS LIMITED WARRANTY AND FAILURE TO SATISFY ANY ONE OR MORE OF THE CONDITIONS OR ADDITIONAL CONDITIONS BY PURCHASER OR COATER OR THEIR AGENTS OR REPRESENTATIVES SHALL RENDER THIS LIMITED WARRANTY NULL AND VOID AND RELEASE PPG INDUSTRIES FROM ITS OBLIGATIONS HEREUNDER.

CONDITIONS:

- 1. Purchaser, if not coating the Metal itself, must select a coater that complies with industry standards for cleaning the metal, and applying and curing the coating.
- 2. The coated Metal must be a surface on which no standing water accumulates, or a vertical trim or sidewall surface of an external architectural, commercial, pre-engineered building.
- Product must be applied over a PPG INDUSTRIES approved Pretreatment in accordance with the PPG INDUSTRIES product data sheet.

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- 4. Metal cleaning and pretreatment must be sufficient to meet the performance requirements described in AAMA 621-02 for Coil Coated Hot Dipped Galvanized (HDG) and Zinc-Aluminum Coated Steel (Galvalume) Substrates or AAMA 620-02/AAMA 2605-11 for Coil Coated Aluminum and processed in accordance with the specifications and recommendations of the pretreatment supplier.
- 5. Metal must be of sufficient quality and uniformity to meet the performance requirements described in AAMA 621-02 for Coil Coated Hot Dipped Galvanized (HDG) and Zinc-Aluminum Coated Steel (Galvalume) Substrates, or for Coil Coated Aluminum AAMA 620-02/AAMA 2605-11.
- 6. The coated Metal must not be cleaned with abrasive or chemical cleaners.
- 7. Claims under this Limited Warranty must be sent by Purchaser or Coater in writing to PPG INDUSTRIES and must be received by PPG INDUSTRIES within thirty (30) days after discovery of the condition giving rise to the claim.
- 8. In the event of a claim under this Limited Warranty, Purchaser or Coater must supply documentation that the product in question was produced by PPG INDUSTRIES. In addition, Purchaser or Coater shall demonstrate to the reasonable satisfaction of PPG INDUSTRIES that the failure of the Product was due to a breach of the Limited Warranty stated herein.

ADDITIONAL CONDITIONS FOR COATERS:

The Purchaser shall fulfill, and shall cause the Coater to fulfill if Purchaser is not coating the Metal, each of the following obligations:

- 1. Each batch of Product must be checked prior to use to assure the product meets or exceeds the fabrication requirements of Purchaser or Coater, as the case may be. Standard pre-ship testing and evaluation is acceptable.
- 2. The Purchaser or Coater coating the Metal shall maintain adequate records to identify the coil coater, coil numbers, Product identification, date of application, and shall retain two (2) representative coated coupons for five (5) years from each batch of Product purchased from PPG INDUSTRIES.
- 3. All paper records Purchaser or Coater are required to prepare and maintain under the terms of this Limited Warranty shall be retained by Purchaser or Coater for ten (10) years. Computer records shall be retained for twenty (20) years, and in the event of a claim hereunder PPG INDUSTRIES shall have the right to inspect such records.
- 4. PPG INDUSTRIES shall, at reasonable times and in such manner as will not unreasonably interfere with Purchaser's or Coater's operations, be permitted to inspect the production line, coating equipment, metal treatment, curing conditions, and quality control facilities of Coater.
- 5. All colors supplied in this technology by PPG INDUSTRIES to the Purchaser or Coater are covered by this Limited Warranty unless PPG INDUSTRIES specifically and in writing notifies the Customer otherwise prior to sale of the Product.
- 6. This Limited Warranty shall not apply where PPG INDUSTRIES Product is mixed, used in combination with, or combined with any other material.

LIMITATIONS:

 The Limited Warranty shall extend from the date of installation of the Metal coated with the Product or, should installation occur after six (6) months from application of the Product to the Metal by the Coater, from a date six (6) months after application of the Product on the Metal, whichever occurs first. Product applied to Metal that is later embossed is warranted provided the embossing process does not fracture

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125 Colfax Street
Springdale, PA 15238

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- the coating or metal or adversely effect paint adhesion or film integrity. Any corrosion or loss of adhesion as a result of the embossing process is not covered under this Limited Warranty.
- 2. Non-uniform color changes that result from unequal exposure to sunlight and/or the elements are not covered by this Limited Warranty unless such color change meets the definition of Color Change above.
- 3. This Limited Warranty does not extend to, or cover: (a) damage to the Product occasioned by improper storage of the coated Metal prior to installation (NCCA guidelines described in the series titled "How To Fabricate Pre-paint") or moisture or other contamination detrimental to the Product because of improper packaging, handling, shipping, processing and/or installation; or (b) damage to the Product which suffers from improper forming, fabrication, cut edge exposure, corrosion of the substrate or any other condition between the substrate and coating which causes coating degradation or delamination; or (c) any deficiency in the cleaning, metal pretreatment, installation or failure of the metal for any reason; or (d) any external contaminant or condition which causes coating degradation or delamination.
- 4. This Limited Warranty does not cover damage or failure of Product which damage or failure is attributable to acts of God, falling objects, external forces, explosions, fire, or other such similar or dissimilar occurrences beyond PPG INDUSTRIES' control.
- 5. Purchaser's and Coater's sole and exclusive remedy, and PPG INDUSTRIES' liability under this Limited Warranty will be limited, at PPG INDUSTRIES' option, to recoating or replacing the Metal coated with the Product claimed to be defective, including re-installation costs. Under no circumstances will PPG INDUSTRIES be held liable for any incidental, special, punitive or consequential damages.
- 6. PPG INDUSTRIES must approve any recoating of the Metal substrate through submission of three (3) estimates that each includes the name of the coating products to be used, labor and material costs as well as any other costs associated with the work for refinishing or replacing the metal substrate. PPG INDUSTRIES reserves the right to approve or negotiate the contract for such recoating or replacement work if the initial estimate is unacceptable to PPG INDUSTRIES. In no event will the original applicable warranty period set forth in the warranty table be extended by a warranty claim.
- 7. In the event of any subsequent failure of any recoated or replaced coated Metal, Purchaser or Coater shall first make any claims against the supplier of those replacement materials.
- 8. The warranty for any refinished or replaced metal substrate shall be only for the remainder of the original warranty period applicable to the original coated metal substrate.
 - EXCEPT AS EXPRESSLY PROVIDED ABOVE, IN NO EVENT SHALL PPG INDUSTRIES BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED ON NEGLIGENCE OF ANY KIND, STRICT LIABILITY OR TORT, FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF THE PURCHASE OF THE PRODUCT OR FROM ANY POSSESSION OR USE MADE OF A PRODUCT.
- 9. This Limited Warranty is extended to Purchaser or Coater only and shall not inure to the benefit of any other party. PPG INDUSTRIES' name, trademark, or Limited Warranty shall not to be used in any warranty given by the Purchaser or Coater to their customers.
- 10. This Limited Warranty is non-transferable and non-assignable by Purchaser or Coater, and Purchaser or Coater shall not permit their agents, representatives, customers, distributors, applicators, or contractors to claim, represent, or imply that this Limited Warranty extends to or is available to anyone other than Purchaser or Coater.
- 11. The applicable warranty period shall be limited to, and shall in no event extend beyond, the warranty period as set forth in the warranty table or the warranty period extended by Purchaser or Coater to its customers, whichever is shorter.

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12. PPG INDUSTRIES and the Purchaser or Coater agree that this Agreement does not constitute an obligation of any kind whatsoever on the part of Purchaser or Coater to purchase any Product from PPG INDUSTRIES or an obligation on PPG INDUSTRIES' part to sell any Product to the Purchaser or Coater; but rather, it provides the governing terms and conditions as to the parties' respective liabilities and rights if, and when, any such purchase/sale of any of Product occurs.

PPG INDUSTRIES reserves the right to terminate this Limited Warranty at any time upon thirty (30) days advance written notice, except with respect to any Product which has already been shipped to Purchaser or Coater.

EXCEPT AS SET FORTH HEREIN, PPG INDUSTRIES MAKES NO OTHER EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY OF THE PRODUCTS.

MISCELLANEOUS:

1. All notices given under or pursuant to this Agreement shall be in writing and documented in any of the following forms: personally delivered, via email, fax, or certified mail, postage prepaid, return receipt requested, to the party to whom such notice is to be given as follows:

PPG	PPG Industries	Purchaser/Coater:	Wismarq Corporation
	125 Colfax Street		930 Armour Road
	Springdale, PA 15238		Oconomowoc, WI 53066
	ATTN: Warranties Department		ATTN: Charles Terrizzi
			Title:

- No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this Limited Warranty shall be binding on PPG INDUSTRIES unless made in writing and signed by its authorized representative.
- 3. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America without giving effect to any choice of conflict of law provision or rule that would cause the application of the law of the jurisdiction other than Pennsylvania. The Purchaser/Coater hereby consents to the jurisdiction of, and hereby waives any defenses based on lack of jurisdiction or venue by, the Commonwealth of Pennsylvania, Allegheny County, for all purposes and proceedings related to any dispute related to or arising out of this Agreement.

In agreement with all provisions set herein, the parties sign in acceptance:

PPG INDUSTRIES, INC.	WISMARQ CORPORATION
Signature: With Might	Signature:
By: Scott Moffatt	By: Charles Terrizzi
Title: Product Manager	Title: CEO
Date: 8/2/12	Date: 8/2/12

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WARRANTY TABLES

TRUFORM®580 - NON-ROOFING APPLICATIONS

Warranty in years for all Exposure Conditions						
Type of Environment or Location	Film Integrity (Years)	Color Δ E ≤ 7.0 (Years)	Chalking ≥ 6 Rating (Years)	Tiger Striping		
Residential, Commercial and School – Buildings used for habitation Distribution Centers, Hotels, Shopping Malls, Office Buildings Assembly Factories and Schools located in rural or residential areas	10	5	5	5		
Industrial – Steel mills, Power Generating Stations, Oil Fields, Oil Refineries, Ore Mines, Chemical Plants, Paper Mills, or other unusual environmental exposure	No Warranty	No Warranty	No Warranty	No Warranty		
Severe Marine — One mile of salt water **For project closer than 1000 ft consult with PPG.	5	No Warranty	No Warranty	No Warranty		

PRO-RATION

During the warranty period, specified above, PPG's obligation for all exposures and conditions shall be reduced as follows until the twentieth (20th) year warranty period expires:

1 st – 3 rd Year	100%	4 th Year	95%	5 th Year	90%	6 th Year	85%
7 th Year	80%	8 th Year	75%	9 th Year	70%	10 th Year	65%

THIS WARRANTY IS FOR PRODUCTS USED FOR THE COIL COATING APPLICATIONS SHOWN ABOVE.

THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS SOLD BY PPG INDUSTRIES AND APPLIED TO METAL THAT IS COATED IN THE CONTINENTAL UNITED STATES AND CANADA ACCORDING TO PPG SPECIFICATIONS UNLESS PPG INDUSTRIES SPECIFICALLY AND IN WRITING NOTIFIES THE CUSTOMER OTHERWISE PRIOR TO SALE OF THE PRODUCT.

PPG INDUSTRIES retains the right to determine the Environmental Location condition during a warranty investigation and may deem the specific warranty performance based on close proximity to one of the severe environmental conditions noted above.

This limited warranty is intended for use only for those applications shown above. Customer is required to consult with PPG INDUSTRIES <u>before</u> any installation takes place if this product is used for a different end use.

For the purpose of this Limited Warranty, Standard Colors use a group of pigments suitable for the majority of color matches. Some color requests cannot be formulated with durable pigments and will not carry the above mentioned warranty. The customer will be informed as to these exceptions.

FOR ALL SEVERE MARINE APPLICATIONS - Homeowner or building owner is required by PPG INDUSTRIES to perform annual maintenance of the building in the form of a sweet water rinse (tap water). Homeowner or building owner is required to keep records of such maintenance for the warranty to be enforceable. THERE IS NO WARRANTY if building is located less than one thousand feet (1,000 ft) from seashore or any other body of salt water.

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**Purchaser and/or Customer is advised to consult with PPG INDUSTRIES if installation is closer than 1,000 ft. from seashore or any other body of salt water <u>before</u> any installation takes place to recommend a system that may qualify the product for a warranty.