

CERAM-A-STAR® 1050 LIMITED WARRANTY

AKZO NOBEL COATINGS INC. ("AKZO NOBEL") extends the following limited paint warranty to JACKSON METAL ROOF ("JACKSON") on its CERAM-A-STAR® 1050 for use in coating coils of metal which will be fabricated by JACKSON into commercial, industrial and residential building construction products installed in the United States and Canada. This is not a corrosion warranty.

SECTION A: LIMITED WARRANTY

AKZO NOBEL warrants that CERAM-A-STAR® 1050 will conform to the performance standards listed below (the "Limited Warranty"):

1. Within 40 years from the date of installation, CERAM-A-STAR® 1050 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 standard-such crazing or cracking shall not constitute a basis for complaint under this Limited Warranty. Further, failure due to substrate issues including, but not limited to corrosion is not covered by this Limited Warranty. Various metals may react differently under different atmospheric conditions.

2. Within 30 years from the date of installation

a. sidewall panels of CERAM-A-STAR® 1050 will not change color more than five (5) L>E (delta E) Hunter units and roof panels will not change more than seven (7) L>E (delta E) Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964; and

b. sidewall panels of CERAM-A-STAR® 1050 will not chalk more than a number eight (8) rating and roof panels will not chalk more than a number six (6) rating when measured per ASTM D 4214, Method A.

Certain bright, saturated, non-standard colors are not attainable without using formulations that are more susceptible to the effects of outdoor weathering, and as such will carry reduced warranty coverage. AKZO NOBEL will inform you in writing at the time of color matching if the color is subject to reduced warranty coverage.

SECTION B: REMEDY

If AKZO NOBEL's CERAM-A-STAR® 1050 fails to comply with the Limited Warranty, AKZO NOBEL will pay for labor and material reasonably necessary to repaint, repair or replace, at our option, the metal panels exhibiting the conditions described above (the "Warranty Benefits"). The Warranty Benefits shall not exceed the original purchase price of the affected metal panels (not including any accessories or attachments) or the remedy provided in any other warranty provided to the building owner, whichever is less. This Warranty will continue to apply to any metal panels that were repainted, repaired or replaced under this Limited Warranty, but only for the unexpired portion of the Limited Warranty period applicable to the original coated metal panel. If AKZO NOBEL's investigation indicates that the claimed defect is not covered by this Limited Warranty, Purchaser shall reimburse all of AKZO NOBEL's third-party expenses incurred in connection with the investigation of the claim.

SECTION C: LIMITED WARRANTY EXCLUSIONS

AKZO NOBEL cannot and does not control the circumstances of application of CERAM-A-STAR® 1050. Therefore, this Limited Warranty only applies when CERAM-A-STAR® 1050 topcoats are applied as part of a complete AKZO NOBEL system. A complete AKZO NOBEL system means a CERAM-A-STAR® 1050 topcoat applied onto properly pretreated metal which has been primed with an approved AKZO NOBEL primer on both sides of the metal sheet, and which has been coated with an approved AKZO NOBEL backer coating on the reverse side, all per specifications on the AKZO NOBEL Product Data Sheet. AKZO NOBEL does not warrant the use of CERAM-A-STAR® 1050 topcoats with non-AKZO NOBEL coatings. Warranty Benefits are only available for complete AKZO NOBEL coatings systems.

This Limited Warranty does not apply to other causes of degradation, including:

1. Failures or damage resulting from under-film or edge corrosion, or failure or defects of the metal substrate;
2. Acts of God, falling objects, explosions, fire, external forces or other circumstances beyond our control;
3. CERAM-A-STAR® 1050 which is applied to other than first quality aluminum, Galvalume® steel, or galvanized steel;
4. CERAM-A-STAR® 1050 which is not applied in accordance with good practice in the coil coating industry, including proper cleaning and pretreatment of the substrate;
5. Mishandling of CERAM-A-STAR® 1050 or of any substrate coated with it, including abuse, alteration, modification, improper fabrication, storage or use;
6. CERAM-A-STAR® 1050 that has been stored/installed in such a way that allows contact with animals or animal waste;
7. Harmful fumes or foreign substances in the atmosphere, or salt spray;
8. CERAM-A-STAR® 1050 which has been damaged due to moisture entrapment in coils and/or bundles during transit or storage or which has been stored or installed in such a way that allows standing water on the coating;
9. Significant differences in insulation below coated metal panel;
10. Where materials / items such as snow guards and solar panels are attached / adhered to the product.

SECTION D: JACKSON OBLIGATIONS

To receive Warranty Benefits under this Limited Warranty, JACKSON must:

1. Advise AKZO NOBEL in writing of any claimed violation of this Limited Warranty within thirty (30) days of receiving notice thereof; and
2. Promptly afford AKZO NOBEL the opportunity to inspect the installation/defective metal parts; and
3. Provide documentation as deemed necessary to confirm the complaint, including original owner's proof of purchase, records sufficient to identify the batch number and application date of the CERAM-A-STAR® 1050 system involved, production records, quality control records from the coater showing compliance with AKZO NOBEL application specifications and the results of tests required by those specifications; and
4. Require the coil coater to send AKZO NOBEL two (2) representative samples (each 12" x 12") of metal coated with each batch of CERAM-A-STAR® 1050 (as identified by batch number) promptly following its coating, identifying the number of the coil, the date of the coating, the CERAM-A-STAR® 1050 batch number applied, the type of substrate, the type of pretreatment and sealer and the name of the party who will fabricate the coil into building construction products; and
5. Maintain records for forty-two (42) years that will identify the master coil number for each building erected in the field and shall make such records available to AKZO NOBEL.

SECTION E: EXCLUSION OF OTHER WARRANTIES / LIMITATION OF LIABILITIES

Except for this Limited Warranty, AKZO NOBEL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, OR FREEDOM FROM PATENT INFRINGEMENT.

Except as provided in this Limited Warranty, AKZO NOBEL has no other liability with respect to the CERAM-A-STAR® 1050 system, whether based on contract, negligence, strict liability in tort, or otherwise. AKZO NOBEL WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims of customers of JACKSON for business or service interruptions ..

SECTION F: OTHER TERMS

AKZO NOBEL may change or cancel this Limited Warranty on 30 days written notice to JACKSON. Any changes will apply only to CERAM-A-STAR® 1050 products sold to JACKSON after the notice period expires. This Limited Warranty does not apply to any goods sold prior to the date this document is signed. JACKSON agrees that its use of CERAM-A-STAR® 1050 is made in reliance upon this Limited Warranty and not upon any other written or oral representation of AKZO NOBEL. This Limited Warranty cancels and supersedes any other warranty or statement of performance made in the past or in the future by AKZO NOBEL unless such statement is subsequently made in writing as an express amendment of this document.

This is our complete warranty. It is issued only to JACKSON, and is not assignable to any other party. AKZO NOBEL makes no warranty to JACKSON's customers, and is not responsible for any warranty JACKSON chooses to provide to its customers concerning the performance of CERAM-A-STAR® 1050 products. This Limited Warranty automatically expires upon any change or transfer of ownership of the property on which the metal coated with CERAM-A-STAR® 1050 is originally installed.

The rights and obligations of the parties hereunder shall be governed by the laws of the State of Ohio, USA. Any controversy or claim arising out of or relating to this contract shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Columbus, Ohio, USA. The language of the arbitration shall be English.

AKZO NOBEL COATINGS. INC.

W. Scott Hanna

Title: Manager, IC Coil Americas

JACKSON METAL ROOF

Signed:

Name:

Title:

Date: