

FLUOROCARBON COATING WARRANTY

To:

(“Customer”)

From:

Mitsubishi Chemical Functional Products, Inc. (“MCFP”)

Project Name
and Location:

Reference Number:

Shipping Date:

1. MCFP hereby warrant to Customer that the fluorocarbon coating applied, or to be applied, by MCFP to the aluminum composite materials (such coated materials are hereinafter referred to as the “Coated Materials”) purchased by Customer from MCFP will not under normal atmospheric conditions, when installed vertically, for twenty (20) years from the date of shipment from MCFP:

- SAMPLE**
- A. Peel, check or crack except for slight crazing or cracking as may occur on tightly roll-formed edges or brake bends at the time of forming prepainted sheets, which is accepted as standard; or
 - B. Chalk in excess of numerical rating of 6 measured in accordance with the standard procedures as outlined by the “Standard Methods of Evaluating Degree of Chalking of Exterior Paints” ASTM D4214-89; or
 - C. Fade and change in color in excess of 6 color difference units, comparing the color unit measured on the exposed painted surfaces which have been cleaned of external deposits and chalk with the corresponding value measured on the unexposed painted surfaces, in accordance with ASTM D2244-89, it being understood that fading or color changes may not be uniform, if the surface is not evenly exposed to the sun and elements; or
 - D. Lose gloss to the extent that percent gloss (60°) loss will not exceed 50%, comparing the specular gloss measured on the exposed painted surfaces which have been cleaned of external deposits and chalk with the corresponding value measured on the unexposed painted surfaces, in accordance with the standard procedures as defined by “Standard Test Method for Specular Gloss”, ASTM D523-89.

2. This warranty is subject to the following conditions:

- A. Normal atmospheric conditions exclude corrosive or aggressive atmospheres such as those contaminated with chemical fumes or salt spray, intermittent or continued submersion in water, any other liquid or solid material, and damage from strong wind with sand.
- B. The warranty will not extend to or cover:
 - (1) cracking or crazing as a result of metal fracture; or
 - (2) damages to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the Coated Materials prior to installation; or
 - (3) water damages due to condensation caused by improper packaging of the Coated Materials prior to installation; or
 - (4) damages to the Coated Materials caused by handling, shipping, processing and/or installation; or
 - (5) damages to the Coated Materials caused by scratching or abrading after installation; or
 - (6) non-uniform fading and color changes on the painted surfaces caused by uneven exposure to the sun and elements.

- C. The warranty will not be applicable to any damages or failure that is caused by act of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, radiation, or other such similar or dissimilar occurrences beyond MCFP's control.
 - D. Claims under the warranty must be made to MCFP in writing within thirty (30) days after discovery of the defective coating and MCFP must be given a reasonable opportunity to inspect the Coated Materials claimed to be defective.
 - E. MCFP's exclusive liability under this warranty, or otherwise, will be limited to, at MCFP's sole option, the refinishing, repairing or replacing the defective Coated Materials. The warranty on any refinished, repaired or replaced Coated Materials supplied hereunder shall be for the remainder of the warranty period applicable to the originally installed Coated Materials.
 - F. Customer shall maintain adequate records to establish identification of the Coated Materials and the date of installation of the Coated Materials. Customer shall demonstrate that the failure of the Coated Materials was due to a breach of the warranty stated herein.
 - G. This warranty will apply only to Coated Materials which are coated by MCFP unless MCFP otherwise agrees.
 - H. All records and samples Customer is required to prepare and maintain under the terms of this warranty shall be retained by Customer for the warranty period applicable to the Coated Materials, and in the event of a claim hereunder MCFP shall have the right to inspect such records and samples.
3. All notices under or pursuant to this warranty shall be in writing in English and sent by registered or certified mail, postage prepared, return receipt requested, to the party to whom such notice is to be given as follows:

If to MCFP:

Mitsubishi Chemical Functional Products, Inc.
Tekko Building, 8-2, Marunouchi 1-chome, Chiyoda-ku, Tokyo 100-0005, Japan
Attn.: General Manager, Composite Materials Division

If to Customer:

SAMPLE

- 4. No terms or conditions other than those stated herein and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on MCFP unless made in writing and signed by its authorized representative.
- 5. THIS WARRANTY AND REMEDY IS EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESSED OR IMPLIED AND INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MCFP BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO ECONOMIC LOSS OR LOSS OF PROFITS) SUFFERED OR INCURRED BY CUSTOMER AS A RESULT OF OR IN CONNECTION WITH ANY BREACH OF THIS WARRANTY BY MCFP EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFULNESS OF MCFP.

Mitsubishi Chemical Functional Products, Inc.

By

Susumu Kimura

Title: Director, General Manager – Marketing & Sales
Composite Materials Division