



901 Major Bennett Drive
Peterborough, ON K9J 0C2

Phone: 705-639-2857
Toll Free: 1-888-556-7623
Fax: 705-639-2859
E: info@havelockmetal.com

Polyvinylidene Fluoride (PVDF) 40-Year Limited Conditional Warranty for Standard Colours (Does not include woodgrains and other patterns/prints)

Havelock Metal Co. (hereinafter called HMC) extends the following Limited Warranty to our direct Customer noted on the Invoice. This warranty is solely for the benefit of the direct HMC customer and is NOT TRANSFERRABLE OR ASSIGNABLE to any other party without obtaining the express written permission from HMC. This warranty covers Galvanized and 55% Aluminum-Zinc Alloy Coated steel substrates coated with Polyvinylidene Fluoride (PVDF) paint by the coil coating process (hereinafter called the Product). This warranty covers standard colours. It does not cover woodgrains and other patterns/prints.

HMC reserves the right to terminate this warranty at any time upon advance written notice, except with respect to any product that has already been processed or installed by the Customer.

DEFINITIONS:

Subject to all of the terms and conditions, including the exclusions and limitations, contained in this limited warranty, HMC warrants that the paint on the installed Product will not, for a period of 40 years after installation:

1. Crack, flake, or peel (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Slight crazing or cracking, which may occur during fabrication (roll-forming or brake bends) of the building parts, and spangle cracking are not covered under this limited warranty.
2. Fade or change colour as warranted in delta E units calculated in accordance with ASTM method D-2244, paragraph 6.2.2 CIEL *a*b*, 10 degrees observer, specular included. Colour change is measured on an exposed painted surface that has been cleaned of surface soils and chalk (per ASTM D3964) and then compared to corresponding values measured on the original or unexposed coated surface.
3. Chalk or oxidize when measured in accordance with the standard procedures specified by ASTM D4214.



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GENERAL TERMS AND CONDITIONS

THIS LIMITED WARRANTY IS NON-TRANSFERRABLE AND IS SUBJECT TO THE FOLLOWING EXCLUSIONS AND LIMITATIONS. The Customer's sole and exclusive remedy against HMC will be repair or replacement of the defective Product, or a refund the purchase price, at the sole option of HMC. In no event will the original applicable warranty period be extended by a warranty claim. All valid claims against this Product will be covered, not including installation, to 100% of the original cost of the product, during years one through ten; 75% of the original cost of the product, during years eleven through fifteen; 50% of the original cost of the product, during years sixteen through twenty; and decreasing by increments of 2.5% (per year) of the previous year's depreciated cost of the product from years twenty-one through forty.

In certain instances, after the Customer has submitted a timely warranty claim, HMC may permit the Customer (or its designee) to recoat or replace the Product. In such a case, the Customer must submit an estimate for HMC's approval, which approval may be given or withheld at HMC's sole discretion. If HMC chooses, it may negotiate a contract directly for the recoating or replacement. If any of the recoated or replaced coated metal fails, the Customer will make any claims against the party that did the recoating or the supplier of the replacement materials.

THIS LIMITED WARRANTY IS HMC'S SOLE AND EXCLUSIVE WARRANTY REGARDING THE PRODUCT AND IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OF QUALITY. ALL WARRANTIES OTHER THAN THIS LIMITED WARRANTY (INCLUDING ALL IMPLIED WARRANTIES LISTED IN THE PREVIOUS SENTENCE) ARE EXPRESSLY EXCLUDED AND DISCLAIMED. TO THE EXTENT LOCAL LAW PROVIDES THAT ANY IMPLIED WARRANTIES MAY BE NOT EXCLUDED OR DISCLAIMED, THOSE WARRANTIES ARE LIMITED IN DURATION TO THE SHORTER OF (i) THE DURATION OF THE EXPRESS WARRANTY PROVIDED IN THIS LIMITED WARRANTY OR (ii) THE SHORTEST DURATION REQUIRED BY LOCAL LAW.

IN NO CASE WILL HMC BE LIABLE TO ANY PERSON OR ENTITY FOR PROPERTY DAMAGE OR PERSONAL INJURY IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, OR OTHERWISE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS TO THE BUILDING OR ITS CONTENTS OR ANY OTHER LOSS, REGARDLESS OF THE CAUSE OF SUCH DAMAGE AND WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF HMC, EVEN IF HMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. HMC'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE PURCHASE PRICE PAID TO HMC FOR THE PRODUCT IN QUESTION.



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No representative, dealer, reseller, employee, installer or any other person is authorized to make, modify or change this limited warranty or make any other warranty, representation, or promise on behalf of HMC with respect to the Product. No term or condition other than those stated in this limited warranty and no agreement or understanding, whether oral or written, in any way purporting to modify or change this limited warranty will be binding on HMC, unless made in writing and signed by the President of HMC.

The Customer will not permit its 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 the Customer. If the Customer decides to extend its own warranty to its customers regarding the Product, it will not use HMC's name or trademarks and will not purport to "pass through" this limited warranty.

EXCLUSIONS AND LIMITATIONS

1. This limited warranty applies only to Product that is properly installed on buildings (as roofing or other panel on which no standing water accumulates, or as a vertical trim or sidewall panel of an architectural, commercial or pre-engineered building) within the country of Canada.
2. This limited warranty applies only to the undersigned Customer and is not transferrable and not assignable to any other person or entity. This limited warranty will not inure to the benefit of any other party and, if Customer is an entity, will terminate automatically upon any change of control of the Customer.
3. This limited warranty will be null and void unless the Product has been paid for in full.
4. This limited warranty does not cover corrosion or loss of adhesion to the Product that is embossed or perforated if the embossing/perforating process fractures the coating or steel substrate or otherwise adversely affects paint adhesion or film integrity.
5. This limited warranty does not apply to exterior installations that are sheltered from rainfall or that do not provide drainage.
6. This limited warranty does not apply in the event of deterioration to the Product caused directly or indirectly by contact with fasteners.
7. This limited warranty does not cover damage to Product that suffers from improper forming, fabrication, corrosion of the substrate, or any other condition between the substrate and coating that causes coating degradation or delamination.
8. Product that is improperly installed or maintained is not covered by this limited warranty.
9. The Product must not be cleaned with abrasive or chemical cleaners.



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10. Film Integrity, Colour Fade, and Chalking warranty periods are as per Environment of Install chart below:

Type of Environment of Installation	Film Integrity (Years)	Colour Fade (Years) $\Delta E \leq 5.0$	Chalking Rating (Years) ≥ 8 Rating
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.	40	40	40
Industrial – Steel Mills, Power Generating Stations, Oil Fields, Oil Refineries, Ore Mines, Chemical Plants, Paper Mills, or other unusual environmental exposure.	10	No Warranty	7
Severe Marine – Less than 1,000 feet from coastline.	No Warranty	No Warranty	No Warranty

11. This limited warranty does not cover damages or conditions resulting from circumstances beyond HMC's control, including, without limitation, the following:

- Acts of God, falling objects, explosions, or fire;
- Unusual or aggressive atmospheres such as those where the Product is exposed to or contaminated with chemical fumes or salt spray;
- Standing or ponding water on the Product;
- Significant differences in insulation below the Product;
- Failure to store or install Product in a way that allows for adequate circulation;
- Condensation or other contamination or damage attributable to improper shipping, packaging, handling, processing, or installation;
- Failures or damage resulting from edge corrosion;
- Scratching or abrading during or after installation;
- Prolonged contact with vegetation, dirt, or gravel;
- Sustained exposure to animals or animal waste;
- Where the Product is in contact with, or subject to runoff from, lead, copper, pressure treated, green or wet lumber, concrete, or wet insulation;



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- l. Mishandling of the Product, including abuse, alteration, modification, improper use, or storage; and
- m. Damages or conditions at the point(s) where materials or items such as snow guards and solar panels are attached or adhered to the Product.

NOTIFICATION OF CLAIM

The Customer must notify HMC in writing within 30 days after discovery of any alleged condition giving rise to a claim. In making a claim, the Customer must supply documentation that the product in question was supplied by HMC. HMC and its representatives must be allowed an opportunity to inspect and obtain a sample of the Product. All decisions regarding the existence of conditions affecting this limited warranty will be made by HMC and will be final and binding on all parties. The party notifying HMC of any defect or claim will reimburse all of HMC's expenses incurred in connection with the investigation of a defect or claim if it is later determined that HMC is not responsible for the problem underlying the defect or claim. In no event will the original warranty period set forth above be extended by a warranty claim.

To make a claim or obtain service under this limited warranty, the Customer must deliver the claim either personally or send by registered or certified mail, postage prepaid, return receipt requested to Havelock Metal Co., Attention: Warranty Claims Representative, 901 Major Bennett Drive, Peterborough, Ontario, Canada K9J 0C2.

MAINTENANCE

The Product must be washed regularly, either by sweet or tap water or by cleaning with 1/3 cup of Tide detergent or other common detergent containing less than 0.5% phosphate dissolved in one gallon of water. A clear water rinse should follow immediately. The Product must not be cleaned with abrasive or chemical cleaners. Cleaning must include the underside of any panel overhang where the underside is exposed to the weather. Homeowner or building owner is required by HMC to perform annual maintenance of the building in the form of two (2) sweet water rinses (tap water). Homeowner or building owner is required to keep records of such maintenance for the warranty to be enforceable.

EFFECTIVE DATE

This limited warranty applies only to Product purchased and installed after August 13, 2020 and no previous warranty shall apply to such product. The limited warranty shall extend from the date of



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installation of the installation of the PVDF coated metal or from a date (6) months after coating of the metal, whichever comes first.

TERMINATION

HMC may terminate or modify this limited warranty at any time upon thirty (30) days advance written notice, except with respect to any Product that has already been shipped to the Customer.