# Fluropon<sup>®</sup> Warranty



### **Fortified Metals**

1420 Markum Ranch Rd Fort Worth, TX 76126 (888) 3-FORTIFIED www.fortifiedmetals.com

### FLUROPON® COIL COATING SYSTEMS THIRTY (30) YEAR LIMITED WARRANTY

For HDG Steel, (G90+) and Zinc-Aluminum Alloy Steel for Exterior Building Components

We are pleased to present you with our thirty (30) year Fluropon® limited Warranty, which is below.

1. Our Fluropon<sup>®</sup> family of coil coatings, properly applied to HDG steel (G90/G60), Galvalume<sup>®</sup>, or Zinc-Aluminum Alloy steel, will meet the following standards.

A. For thirty (30) years from the date of installation WILL NOT crack, check or peel (lose adhesion). This does not include minute fracturing, which may occur in proper fabrication of the building parts. Failure due to substrate corrosion is excluded.

B. For thirty (30) years from the date of installation WILL NOT chalk in excess of ASTM D-4214-98 method A (D659) number eight (8) rating.

C. For thirty (30) years from the date of installation WILL NOT change color more than five (5.0) Hunter ΔE units as determined by ASTM method D-2244-02. Color change shall 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 painted surface. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

2. In case of a complaint, you will provide access to us and assist us as necessary in determining the exact cause of the failure. ASTM and NCCA testing procedures will be used.

**3.** If our Fluropon® family of coil coatings fail to comply with our limited Warranty, we will pay for labor and material reasonably necessary to repaint, repair or replace, at our option, the building part showing the failure. However, our liability shall not exceed the purchase price paid for the metal panels. We shall not be liable to any person or entity for any incidental or consequential damages, including lost profits or lost use of material. We shall not be liable to any person or entity for claims for property damage or personal injury. In order for the warranty to be in effect, however, you must notify us in writing of the failure within thirty days of the discovery of such problem and provide documentation we may require. If we repaint, we will use normal painting practices using Fluropon® or other suitable alternatives. This Warranty also applies to the part we repainted, repaired, or replaced, but only for the unexpired portion of the Warranty period applicable to the original part.

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- 4. Our LIMITED WARRANTY DOES NOT APPLY to circumstances which we do not control, including:
  - A. Acts of GOD, falling objects, explosions, fire or other such similar or dissimilar occurrences beyond Valspar's control;
  - B. Unusual harmful fumes or foreign substrates in the atmosphere, standing water, or salt spray;
  - **C.** Misapplication or the Fluropon<sup>®</sup> coil coatings (that is, the coating was not applied in accordance with our specifications and instructions as outlined on our product data sheets);
  - D. Improper treatment of or defects in the metal or in the fabrication; and
  - E. Stored or installed in a way that allows for poor circulation;
  - F. Stored or installed in a way that allows for contact with animals or animal waste.
  - **G**. Failure due to substrate corrosion;
  - H. Mishandled Products, e.g., ANY PRODUCT THAT HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED, OR STORED CONTRARY TO OUR INSTRUCTIONS. Including a) damage to the product occasioned by condensation attributable to improper packaging, handling, shipping, processing, and/or installation;
    b) damage due to failure of the substrate.

5. This warranty will apply only to metal, which is coated with Fluropon® and used on property located within the Continental United States, Alaska, and Canada.

- 6. Some colors may not meet our high standards. So the Warranty applies only to colors that are on our approved color lists.
- 7. Must be applied as a total Valspar System: Topcoat, Primer and Backer.

**8.** For our Warranty to apply, you must maintain certain records. You need to make them available to us for inspection and copying. These are:

- A. Records necessary to identify the Fluropon<sup>®</sup> coating involved in a complaint. (Information that will allow us to obtain batch number and application date from your coater).
- B. Normal production records and quality control records from your coater of tests required at reasonable times for our visits.

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**9.** We need to make clear that this is our only Warranty concerning these Fluropon® coil coatings. And that we have no other obligations concerning them. So, please read and understand the following: Except for this Warranty, we make NO WARRANTY OR GAURANTEE EXPRESS OR IMPLIED WITH RESPECT TO THE FLUROPON® FAMILY OF COIL COATINGS. IMPLIED WARANTIES OR FITNESS AND MERCHANT ABILITY ARE EXCLUDED. Further, we have no other liability with respect to the WeatherX<sup>™</sup> Siloconized Polyester family of coil coatings, whether based on Warranty, negligence or any other legal theory. For example, we have no liability for consequential damages.

**10.** That is our complete Warranty. It sets out all of our obligations regarding the Fluropon® coils coatings. It is only for your benefit and is not assignable. Transfers, assignments, or change in ownership makes this warranty void and expire. Such things are your purchase order forms or our acceptance forms cannot change it. But it can be changed if Valspar agrees in writing. Contractor/Installer agrees that it will not itself warranty the performance of products coated with Fluropon® to any party more commercially remote than the original of the metal building constructed with the product.

Fortified Metals Order No.		Owner's Full Name
Color/Gauge		Structure's Address
Contractor/Installer Name		City/State/Zip
Date Completed		Owner's Printed Name
Effective Date		Contractor's Printed Name
Square Footage		Fortified Metals Printed Name
Owner's Signature	Contractor's Signature	Fortified Metals Signature