



Durapon
70

**East Lake Metals LLC
Durapon 70 PVDF Fluorocarbon Coil Coating
40 Year Limited Warranty**

East Lake Metals via Dura Coat Products Inc. (warranty backer / paint producer), provides the following warranty coverage concerning the use of the proprietary *Durapon 70 PVDF Fluorocarbon* System for building components to:

“East Lake Metals”

1. East Lake Metals LLC (ELM) warrants that the *Durapon 70 PVDF Coil Coating* System, including primer and backer, when applied over properly cleaned and chemically treated Aluminum, Hot Dipped Galvanized Steel (G-90/G60) and Aluminum/Zinc coated steel in accordance with Dura Coat Products Inc. application and product data sheets, will meet warranty provisions as outlined below.

Customer either purchases the product directly from ELM, or for application to job by a third party, which material is fabricated and / or installed so coated material is thereafter purchased by owner.

East Lake Metals warrants that the product, which may be manufactured by Dura Coat or by an approved global licensee only, when applied to the metal and cured by the coater in accordance with the Product Data Sheets supplied to the coater, will not under normal atmospheric conditions (which terms excludes corrosive or aggressive atmospheres such as those contaminated with chemical fumes). This warranty does not include product failure due to substrate corrosion or defects in the metal substrate.

- A. **Chip, Crack, Check, or Peel for a period of (40) forty years from date of installation (except for such crazing or slight cracking that may occur on tightly**

roll-formed edges and brake bends at the time of roll forming pre-painted sheet and which is accepted as standard).

B. Chalk in excess of a numerical rating of (8) for vertical surfaces and six (6) for non-vertical surfaces for a period of (35) thirty-five years from date of installation when measured in accordance with the standard procedures outlined in ASTM D-4214, Method A.

C. Fade or change color in excess of (5) E units (NBS) for vertical surfaces and seven (7) for non-vertical surfaces, for a period of (35) thirty-five years from date of installation as calculated in accordance with ASTM D-2244, Paragraph 6.3. Color change is to be measured on an exposed painted surface that has been cleaned of surface soils and oxidation, 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.

D. The warranties made in the sections above shall extend for the shorter of the following periods:

a. Forty years (480 months) section A from the installation of Metal coated with the product. Thirty-five years (420 months) section B & C from the installation of Metal coated with the product.

b. Forty years six months (486 months) section A from the time of application of the product to the metal. Thirty-five years six months (426 months) section B & C from the time of application of Metal coated with the product.

2. This warranty is restricted to failures resulting from normal weathering and does not include coating failures caused by scratches, scrapes or any other unnatural damage including improperly formed, fabricated or embossed material. Dura Coat / East Lake Metals accepts no liability for damages caused by acts of God, radiation, falling objects, explosions, or other external forces beyond Dura Coat's control.

3. This warranty excludes failures caused by standing water and direct exposure to corrosive or aggressive atmospheres including animal waste products. Applications exposed to salt spray or within 2500 feet of the seacoast,

should be maintained by washing with fresh tap water (in accordance with AAMA 610.1-1979) at least annually. Copy of 610.1 provided on request.) It is acknowledged that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

4. Dura Coat's / East Lake Metal's liability under this warranty will be limited, at its option, to refinishing or replacing the metal coated with the product claimed to be defective, including installation costs. Any refinishing of the metal shall be performed by using standard finishing practices and materials selected by Dura Coat, which reserves the right to approve or negotiate the contract for such refinishing. The warranty on any refinished or replaced coated metal supplied hereunder shall be for the remainder of the warranty period applicable to the metal originally coated. Dura Coat / East Lake Metals can not accept liability for loss or damage to other property or equipment, loss of profits or sales, or any other claims relative to standard business interruption.

5. All notices and claims given under or pursuant to this Agreement shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested. Unless otherwise instructed by a party by notice hereunder, all such notices to be given to: the Customer shall be sent to the address specified at the beginning of this agreement; and East Lake Metals LLC shall be sent to the attention of: **Brian R. Patrick, V.P. President, East Lake Metals LLC, 2230 Indianapolis Blvd, Whiting Indiana.** All such notices when deposited in the U.S. mail as set forth above shall be considered delivered three (3) days following such deposit.

6. The company or person seeking the warranty shall maintain, or have access to, adequate records to identify the manufacturer, invoice numbers, thickness of material / color and date of installation. The Coater shall retain two (2) representative coated samples from each production batch of product purchased from Dura Coat. Coatings shall be applied by approved applicators. In the event of a claim, Dura Coat / East Lake Metals LLC reserves the right to inspect all records mentioned above.

7. Dura Coat shall at reasonable times and in such manner as will not unreasonably interfere with the coater's operation, be permitted to inspect the production line, coating equipment, metal treatment, curing conditions, and quality control procedures of coater.

8. This limited warranty supersedes any and all other warranties of performance, expressed or implied, by Dura Coat or East Lake Metals. Any modifications, additions, or adjustments made to this warranty must be officially added as a signed written amendment. A letter of addendum will be submitted for execution regarding any changes to this warranty.

9. This limited warranty is nontransferable and non-assignable and may not be modified, extended, or enlarged by any representative of East Lake Metals LLC / Dura Coat or intermediate salesman or agent.

10. East Lake Metals LLC / Dura Coat reserves the right to terminate this warranty at any time upon thirty (30) days advance written notice, except with respect to any product which has already been shipped to the customer.

11. This warranty will apply only to metal coated and used on property within the United States (including Hawaii and Alaska), Canada, and Mexico including (north of the 15° parallel of latitude in the northern hemisphere).

12. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this Agreement shall be binding upon on a party unless made in writing, expressly refers to this Agreement and is signed by that party's authorized representative. This Agreement supersedes and cancels any prior representations, warranties, and agreements relating to the subject matters of this Agreement.

13. This Agreement is made under Indiana law (without giving effect to the conflict of law principles thereof) and the local law of Indiana shall apply to the construction, enforcement, and interpretation of this Agreement.