



PAC-CLAD[®]

P E T E R S E N

A **CARLISLE** COMPANY

***PAC-CLAD | Petersen Print Coat System
Limited Warranty***

starts from the date of installation

(4 Coat System = Primer/Fluoropolymer Basecoat/ Print Coat/ Clear Coat)

PAC-CLAD | Petersen extends the following limited warranty to:

Invoice #:

Petersen Contractor:

Address:

City, State and Zip

Project Owner

Address:

City, State and Zip

concerning sales of PAC-CLAD print coat system on coils (4 Coat System = Primer, Fluoropolymer Basecoat, Print Coat, Clear Coat), which will be fabricated into components for metal wall systems.

Coverage:

This Warranty applies if any of the following Warranty Conditions occurs:

Within 40 years from the date of application of the paint, PAC-CLAD | Petersen Print System exhibits cracking, flaking or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Minute fracturing, which may occur in proper fabrication of the building parts, is not a covered Warranty Condition. Failure due to substrate corrosion is not a covered Warranty Condition.

Within 30 years from the date of installation of the panels, PAC-CLAD | Petersen Print Coat: Chalks in excess of ASTM D-4214 method A number eight (8) rating when properly maintained as described herein.

Within 20 years from the date of installation of the panels, PAC-CLAD | Petersen Print Coat: The print coat will remain intact and distinguishable.

Petersen Aluminum Corporation

1005 Tonne Road, Elk Grove Village, IL 60007

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This Warranty applies only to building parts installed on buildings within the Continental United States. This Warranty will automatically expire upon any change or transfer of ownership of the property on which the metal coated with PAC-CLAD | Petersen Print Coat system is originally installed.

Exclusions:

PAC-CLAD | Petersen is not responsible for this Warranty should any damage or condition resulting from circumstances beyond our control, including any of the following:

- a. Acts of God, falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond PAC-CLAD | Petersen control
- b. Harmful fumes or foreign substances in the atmosphere, or salt spray
- c. Any substrate corrosion or loss of adhesion as a result of contact with or run off from dissimilar metals (copper, lead, stainless steel, etc.), green/ pressure treated lumber, incompatible fasteners and/or wet insulation, substrate fabrication or embossing processes.
- d. Paint adhesion loss and/or staining as a result of excessive sealant or failure to remove steel debris/iron particles that come in contact with the painted surface.
- e. Significant differences in insulation below coated metal panel.
- f. PAC-CLAD | Petersen Print Coat which has been stored or installed in such a way that allows standing water on the coating.
- g. Failures or damage resulting from substrate exposure or corrosion at cut/bare edges or failure of the metal substrate.
- h. Development of any other condition between the coating and the substrate which causes the coating to degrade or delaminate, including any failure or deficiency in the cleaning process.
- i. PAC-CLAD | Petersen Print Coat that has been stored/installed in such a way that allows contact with animals or animal waste.
- j. Mishandling of PAC-CLAD | Petersen Print Coat or of any substrate coated with it, including abuse, alteration, modification, touch-up paint application, improper use, or storage.
- k. Attachment or adhesion of materials or items such as snow guards and solar panels to the coating.
- l. Use of any bleach-based cleaners
- m. Any condition, which occurs in any chemically aggressive environment containing salts, or other chemicals, whether naturally occurring or caused by man, are stored/installed in an environment that includes a high degree of humidity, sand, dirt or grease.
- n. Exposure of excess humidity, condensation, frost, mold, mildew, or fungus on product surfaces

No Warranty is provided for Print Coat system on any substrate that is subjected to sea spray and / or is installed on property located 1,500 or fewer feet from a salt-water environment.

Remedy:

Buyer's exclusive remedy and PAC-CLAD | Petersen's sole liability under this Warranty, shall be paying for labor and material reasonably necessary to repaint, repair or replace, the metal panels exhibiting the conditions described above. This Warranty will continue to apply to any metal panels that were repainted, repaired or replaced due to a Warranty Condition, but only for the unexpired portion of the Warranty period applicable to the original part.

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Other Conditions:

The Warranty Benefits shall not exceed the original purchase price of the affected metal panels, or the remedy provided in any other warranty provided to the building owner, whichever is less. If PAC-CLAD | Petersen's investigation indicates that this Limited Warranty does not cover the claimed defect, Buyer shall reimburse all of PAC-CLAD | Petersen's third-party expenses incurred in connection with the investigation of the claim.

Stipulations and Limitations for Remedy

PAC-CLAD | Petersen's liability for breach of this warranty shall be limited exclusively to the cost of either repairing non-conforming sheets or panels or, at PAC-CLAD | Petersen's sole option, of furnishing F.O.B. Buyer's plant, sufficient sheet product to enable Buyer to fabricate replacement panels for the non-conforming panels.

1. PAC-CLAD | Petersen shall not in any event be liable for the cost of labor expended by others on any non-conforming sheets or panels or for any special, indirect, or consequential damages to anyone by reason of the fact that such sheets or panels shall have been non-conforming.
2. Claims must be promptly reported in writing to Petersen Aluminum Corp. and Petersen shall be given a reasonable opportunity to inspect the sheets or panels claimed to be non-conforming. Adequate identification of the material involved in the claim, including the date of installation, order number, coil number, invoice number and date of shipment must be established by the Buyer.
3. Buyer shall exercise diligence in the inspection of material as received from PAC-CLAD | Petersen so as to mitigate repair or replacement.
4. PAC-CLAD | Petersen reserves the right to terminate this warranty at any time (except as to orders already accepted) upon giving of written notice thereof.
5. This Warranty becomes effective only upon presentation of paid invoices from contractor/owner to manufacturer/installer and to Petersen Aluminum Corp. In no event will future claims be honored if the above payments have not been made.
6. This warranty applies to building products installed within the Continental United States.

This is our complete warranty. The laws of the State of Kentucky, USA, hereunder shall govern the rights and obligations of the parties. 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 Louisville, KY USA. The language of the arbitration shall be English. Petersen Aluminum Corp. makes no guarantees, either expressed or implied beyond the fact hereof; including, with limitation, warranties of fitness and merchantability and shall have no other liability with respect thereto.

PAC-CLAD | Petersen

Tony Mallinger
President
Carlisle Architectural Metals

Date: _____

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SAMPLE

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