



Utility Paint FIVE YEAR LIMITED WARRANTY

NCI Group, Inc. (Seller) warrants to the original buyer (Customer) that its Ironclad® paint when properly applied to hot dipped galvanized or zinc-aluminum alloy steel for commercial, industrial or residential building parts will meet the following standards for a period of five (5) years from the date of purchase:

PERFORMANCE SUMMARY

- A. FILM INTEGRITY: WILL NOT crack, check or peel (loose adhesion) for five (5) years from date of purchase. This does not include minute fracturing, which may occur in the proper fabrication of building parts.
- B. COLOR RETENTION: Sidewall panels applied at or greater than an 80-degree angle from horizontal, for five (5) years from date of purchase:
 - a. WILL NOT chalk in excess of eight (8) rating when measured per ASTM C4214 method A.
 - b. WILL NOT change color more than five (5) Delta E Hunter units when measured per ASTM method D-2244 on clean surface after dirt removal per ASTM D-3964.Roofing Panels applied at less than an 80-degree angle from horizontal, for five (5) years from date of purchase:
 - a. WILL NOT chalk in excess of six (6) rating when measured per ASTM D4214 method A.
 - b. WILL NOT change color more than seven (7) Delta E Hunter units when measured per ASTM method D-2244 on clean surface after dirt removal per ASTM D-3964.

Seller will provide or pay for material reasonably necessary to replace, repair or repaint the nonconforming building part, at Seller's option. Labor costs are not included under this Warranty. Seller warrants no other aspect, quality, characteristic, use or benefit of the building parts, except as stated herein, and only upon the terms and conditions stated herein.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; PROVIDED HOWEVER, THAT ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES AND MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IF ANY, THAT BY LAW MIGHT ACCOMPANY THIS PRODUCT BY VIRTUE OF PERSONAL, FAMILY OR HOUSEHOLD USE THEREOF, IS HEREBY EXPRESSLY LIMITED IN DURATION TO THE PERIOD OF THE EXPRESS WARRANTY MADE HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

OTHER THAN AS STATED HEREIN, THE PRODUCTS ARE SOLD "AS IS" AND "WITH ALL FAULTS".

Exceptions to Coverage

This Warranty does not apply to circumstances not under Seller's control, including but not limited to:

1. Fire or other casualty or physical damage;
2. Unusual harmful fumes or foreign substances in the air;
3. Areas within 1,000 meters of salt water marine atmospheres, or repeated spraying of either salt, fresh or brackish water;
4. Improper shipment, storage, installation, construction or handling;
5. Cosmetic effects caused by failing to remove drill or saw shavings when predrilling or cutting the sheets.
6. Cosmetic effects caused by use of touch up paint, and scratches from handling or erection of panels.
7. Galvanic reactions caused by direct contact of dissimilar metals, or parts in direct contact with cement, dirt, wet insulation, or other such elements that result in galvanic corrosion or "edge creep".
8. Parts that are not erected within 30 days of invoice.
9. Parts with obvious visual defects, such as but not limited to, oil canning, edge wave, holes and saw toothed edges that are installed. These parts should be replaced prior to erecting.

Making Claims

In the event of a Warranty claim, Customer must notify Seller by contacting the Mueller branch from which the product was purchased in writing within 30 days of the discovery of the alleged defect, and provide a copy of this Warranty. Seller shall investigate the failure, and Customer shall provide access to the building location and such other cooperation and assistance as needed in determining the exact cause of the failure. Seller, in its sole discretion, will determine the validity of the Warranty claim, and the adequate remedy, including repair, replacement or repainting the affected part. Seller will provide the remedy within 180 days from the date of notification. If repainting is the appropriate remedy, Seller will provide for normal painting practices using an Ironclad® paint or other suitable alternative. This Warranty will apply to the parts that were repainted, repaired or replaced, but only for the unexpired portion of the Warranty applicable to the original parts. Failure to comply with these procedures by customer shall void this Warranty.

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Limitation of Remedies

Seller has no other liability for panels or other building parts except with respect to Ironclad® paint as described herein. This Warranty is only for the original purchaser of the product and is not assignable. This Warranty applies only to products sold by Seller and used on property located within the continental United States. This Warranty is the full and complete agreement of the parties and shall not be modified, altered, transferred or extended, unless in writing and signed by Seller.

CUSTOMER HAS NO OTHER REMEDY, AND SELLER IS NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COSTS OF CAPITAL, COSTS OF PURCHASE OR REPLACEMENT OF OTHER GOODS, OR CLAIMS FOR BUSINESS OR SERVICE INTERRUPTION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER.

Any controversy or claim arising out of or relating to this warranty shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be held in Ballinger, Runnels County, Texas, or at such other location as designated by Seller.

Customer accepts this Limited Warranty and acknowledges its receipt by signing below. The signed Warranty must be retained by Customer and presented to Seller upon making a Warranty claim.

This Warranty gives specific legal rights and Customer may also have other rights which vary from state to state.

Always wear appropriate safety gear to protect yourself from sharp edges and other hazards.

Issued to: _____

Address: _____

Mueller, Inc. sales order: # _____ Date: _____

This Warranty applies only to those items within this sales order, which reference this Warranty class.

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