



## Sherwin Williams Limited Paint Warranty

Purchases from August 17, 2021 to Present

DBCI's complete line of standard stock color selections consisting of Super Durable Polyester™, applied to steel for garage doors, will meet the following standards from the date of installation:

### 1. **Warranty.**

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

i. within 40 years from the date of application of the paint, Super Durable Polyester™ exhibits cracking, flaking, or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Warranty Conditions do not include, and this Warranty does not apply to, failures due to substrate corrosion and/or minute fracturing, which may occur in proper fabrication of the building parts.

ii. within 30 years from the date of installation of the steel panels, Super Durable Polyester™:

1. Chalks in excess of ASTM D-4214 method A number 5 rating on horizontally installed panels and a number 7 rating on vertically installed panels, when properly maintained as described herein, and

2. Changes color more than 8.0 Hunter delta-E units on horizontally installed panels and 6.0 Hunter delta-E units on vertically installed panels as determined by ASTM method D-2244. 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. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and DBCI does not warrant that color changes will be uniform.

b. It is acknowledged that certain bright, saturated, non-standard colors are not attainable without using formulations that are more susceptible to the effects of outdoor weathering, and as such will be subject to reduced warranty coverage as determined by DBCI on a case-by-case basis.

2. **Geographic Limitations.** This Limited Warranty applies only to building parts installed on buildings within the Continental United States, Alaska, and Canada.

3. **Exclusions.** DBCI is not responsible for, and the Limited Warranty shall not apply to:

a. Acts of God, falling objects, explosions, fire, external forces or other similar or dissimilar circumstances beyond DBCI's control;

b. Harmful fumes or foreign substances in the atmosphere, or salt spray;

c. Failure to apply Super Durable Polyester™ coil coatings in accordance with Sherwin-Williams's specifications and instructions as outlined on Sherwin-Williams published technical data sheets;

d. 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;

e. Paid 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;

- f. Any installation of coated metal where a claimed defect or condition visibly affects less than either 200 square feet or 2% of the total exposed coated metal surface at that particular installation;
  - g. Significant differences in insulation below coated metal panel;
  - h. Super Durable Polyester™ which has been damaged due to moisture entrapment in coils and/or bundles during transit or storage or which has been stored or installed in such a way that allows standing water on the coating;
  - i. Failures or damage resulting from substrate exposure or corrosion at cut/bare edges or failure of the metal substrate;
  - j. Super Durable Polyester™ that has been stored/installed in such a way that allows contact with animals or animal waste;
  - k. Mishandling of Super Durable Polyester™ or of any substrate coated with it, including abuse, alteration, modification, touch-up paint application, improper use, or storage;
  - l. Attachment or adhesion of materials or items such as snow guards and solar panels to the coating;
  - m. Use of any bleach-based cleaners;
  - n. 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;
  - o. Exposure of excess humidity, condensation, frost, mold, mildew, or fungus on products surfaces; and
  - p. Super Durable Polyester™ on any substrate that is subjected to sea spray or installed on property located 3,000 or fewer feet from a salt-water environment.
4. **Conditions of Limited Warranty.** To receive Warranty Benefits for a Warranty Condition, you must:
- a. send written notice of the Warranty Condition to DBCI within 30 days of the appearance of any detectable defect;
  - b. provide access to the affected panels and site;
  - c. assist DBCI and/or Sherwin-Williams as necessary in determining the exact cause of failure; and
  - d. provide such documentation as DBCI and/or Sherwin-Williams shall request to confirm the Warranty Condition, including records sufficient to identify the batch number and application date of the Super Durable Polyester™ coating involved.
5. **Exclusive Remedy.** If a Warranty Condition occurs and the other requirements of this Warranty are met, DBCI will pay for labor and material reasonably necessary to repaint, repair or replace, at DBCI's option, the metal panels showing the Warranty Conditions. The Warranty Benefits shall not exceed the original purchase price of the affected metal panels (not including any accessories or attachments) or the remedy provided in any other warranty provided to the building owner, whichever is less, even if DBCI's limited warranty fails of its essential purpose. 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.
6. **Sole Warranty.** This is DBCI's only warranty concerning Super Durable Polyester™ Siliconized Polyester coil coatings. Except for this Warranty, DBCI MAKES NO WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR FREEDOM FROM PATENT INFRINGEMENT. DBCI WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR

CONSEQUENTIAL DAMAGES. DBCI has no other liability with respect to Super Durable Polyester™ Siliconized Polyester coil coatings, whether based on warranty, negligence or any other legal theory.

7. **General.** This is the complete warranty. It lists all of DBCI's obligations regarding Super Durable Polyester™ Siliconized Polyester coil coatings purchased by customer on or after August 17, 2021. This Warranty does not extend to customer's successors and assigns. This Warranty is non-transferable and non-assignable. Customer and its agents and representatives may not claim, represent or imply to customer's customers, distributors, installers or contractors that this Warranty extends to parties other than customer, and any violation thereof shall excuse DBCI from its obligations under this Warranty. The laws of the State of Minnesota shall govern all rights and terms under this Warranty without regard to any choice or conflict of law provision of any jurisdiction. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the non-exclusive jurisdiction of the state and federal courts of the State of Georgia for any litigation which may arise out of or be related to this Warranty. Buyer irrevocably waives any objection based on forum non-convenience or any objection to venue of any such action. Any action or suit initiated by Buyer in connection with this Warranty must be brought in a state or federal court of the State of Georgia. THERE IS EXCLUDED FROM THIS WARRANTY THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.
8. **Entire Agreement and Payment Contingency.** This Warranty contains the entire agreement with respect to the warranties granted regarding Super Durable Polyester™ applied to the steel coil(s) and replaces all other agreements (oral or written). DBCI shall have no obligations under this Warranty unless and until Seller receives payment in full for the applicable steel coil to which the Super Durable Polyester™ is applied.