

SHERWIN-WILLIAMS LIQUID COATINGS FOR COIL COAT APPLICATION LIMITED WARRANTY

Sherwin-Williams extends the following limited paint warranty to MUELLER INC. for the products (“COATING”) called out in the attached Product Warranty Terms and Measurement Table (“PRODUCT TABLE”) for use in coating coils of metal to create pre-painted metal to be fabricated into formed panels by Mueller for use in cladding of buildings or equipment or as functional or decorative accessories for exterior applications in the United States and Canada. This is not a corrosion warranty.

SECTION A: LIMITED WARRANTY

Sherwin-Williams warrants that COATING will conform to the performance standards listed below (“Limited Warranty”), with duration from date of installation and measurement standards as called out in the attached Product Table, provided all conditions of this Limited Warranty are met:

1. COATING will not peel, flake or otherwise lose adhesion (“Film Integrity”) to an extent that is apparent on ordinary outdoor visual observation. NOTE: Slight crazing or cracking may occur on roll-formed edges or break bends at the time of forming and is considered standard – such crazing or cracking shall not constitute a basis for complaint under this Limited Warranty. Further, failure due to substrate issues including, but not limited to corrosion is not covered by this Limited Warranty. Various metals may react differently under different atmospheric conditions.
2. COATING will not change color (“Color Fade”) more than the level called out in Product Table when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk. It is understood that color change may not be uniform if the surfaces are not equally exposed to solar radiation and other elements; and
3. COATING will not chalk (“Chalk”) more than the rating called out in Product Table when measured per ASTM D 4214, Method A.

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 carry reduced warranty coverage. Sherwin-Williams will inform you in writing at the time of color matching if the color is subject to reduced warranty coverage.

SECTION B: REMEDY

If Sherwin-Williams COATING fails to comply with the Limited Warranty, Sherwin-Williams, at our option, will refinish; replace; or refund the original unit purchase price (appropriate documentation required), for the defective portion of the installation exhibiting the conditions described above (“Warranty Benefits”). Any refinishing of the defective portion shall be done in accordance with standard industry practice to provide a uniform appearance with the remainder of the installation. Any refund provided in lieu of refinish or replacement will only be paid out upon receipt from CUSTOMER or its customer of a full and final written release of Sherwin-Williams from any further liability for the affected portion of the field claim. This Warranty will continue to apply to any affected portion that is repainted or replaced under this Limited Warranty, but only for the unexpired portion of the Limited Warranty period applicable to the original coated affected portion.

SECTION C: LIMITED WARRANTY EXCLUSIONS

Sherwin-Williams cannot and does not control the circumstances of application of COATING. Therefore, this Limited Warranty only applies when COATING is applied as part of a complete Sherwin-Williams system. A complete Sherwin-Williams system means a COATING topcoat applied onto properly cleaned and pretreated metal which has been primed with an approved SHERWIN-WILLIAMS primer on both sides of the metal sheet, and which has been coated with an approved SHERWIN-WILLIAMS backer coating on the reverse side, all per specifications on the SHERWIN-WILLIAMS Product Data Sheet. SHERWIN-WILLIAMS does not warrant the use of COATING topcoats with non-SHERWIN-WILLIAMS coatings or when mixing of different products, (e.g., different product codes, different formulations, different qualities, etc.) on the same project when installed in a manner where weathering differences are visually noticeable. Warranty Benefits are only available for complete SHERWIN-WILLIAMS coatings systems.

We are not responsible and provide no Warranty Benefits, for any damage or condition resulting from any of the following circumstances or any other circumstances beyond our control:

- a. Acts of God, falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond Sherwin-Williams’s control;
- b. Harmful fumes or foreign substances in the atmosphere, or salt spray;
- c. Failure to apply COATING coil coatings in accordance with our specifications and instructions as outlined on our then-current published technical data sheets;
- d. Improper or inadequate pretreatment of the substrate metal;
- e. Defects in the substrate metal or in its fabrication, or embossing;
- f. 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;
- g. 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;
- h. Failure to properly clean and remove organic debris including but not limited to tree leaves, tree limbs, pine needles, dirt, fungus, moss;
- i. COATING 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;
- j. Failures or damage resulting from substrate exposure or corrosion at cut/bare edges or failure of the metal substrate;
- k. 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 or pretreatment;
- l. COATING that has been stored/installed in such a way that allows contact with animals or animal waste;
- m. Mishandling of COATING or of any substrate coated with it, including abuse, alteration, modification, touch-up paint application, improper use, or storage;
- n. Attachment or adhesion of materials or items such as snow guards and solar panels to the coating.
- o. Use of any bleach-based cleaners;
- p. 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;
- q. Exposure of excess humidity, condensation, frost, mold, mildew, or fungus on product surfaces;
- r. Where mixing of lots (i.e. different line runs, different batches of COATING) occur on the same building plane (i.e. same door, wall, or roof).
- s. No Warranty is provided for Fluoropon® coatings on any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from a salt-water environment.

SECTION D: CUSTOMER'S OBLIGATIONS

To receive Warranty Benefits under this Limited Warranty, CUSTOMER must:

1. Advise SHERWIN-WILLIAMS in writing of any claimed violation of this Limited Warranty within thirty (30) days of receiving notice thereof; and
2. Promptly afford SHERWIN-WILLIAMS the opportunity to inspect the installation/defective metal parts; and
3. Provide documentation to SHERWIN-WILLIAMS as SHERWIN-WILLIAMS deems necessary to confirm CUSTOMER's complaint, including original owner's proof of purchase, records sufficient to identify the batch number and application date of the COATING and coating system involved, production records, quality control records from the coater showing compliance with SHERWIN-WILLIAMS application specifications and the results of tests required by those specifications. CUSTOMER must maintain this information for a period of no less than two (2) years beyond the longest period of coverage for COATING and said records shall be available to SHERWIN-WILLIAMS upon request.; and
4. Require the coil coater to send SHERWIN-WILLIAMS two (2) representative samples (each 12" x 12") of metal coated with each batch of COATING (as identified by batch number) promptly following its coating, identifying the number of the coil, the area(s) of coater color measurement, the date of the coating, the COATING batch number applied, the type of substrate, the type of pretreatment and sealer and the name of the party who will fabricate the coil into building construction products; and
5. Maintain records for the duration of the limited warranty coverage that will identify the master coil number for each building erected in the field and shall make such records available to Sherwin-Williams

SECTION E: EXCLUSION OF OTHER WARRANTIES / LIMITATION OF LIABILITIES

Except for this Limited Warranty, SHERWIN-WILLIAMS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, OR FREEDOM FROM PATENT INFRINGEMENT. Except as provided in this Limited Warranty, SHERWIN-WILLIAMS has no other liability with respect to the COATING system, whether based on contract, negligence, strict liability in tort, or otherwise. SHERWIN-WILLIAMS WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims of customers of CUSTOMER for business or service interruptions.

SECTION F: OTHER TERMS

SHERWIN-WILLIAMS may change or cancel this Limited Warranty on 30 days written notice to CUSTOMER. Any changes will apply only to COATING products sold to CUSTOMER after the notice period expires. This Limited Warranty does not apply to any goods sold prior to the date this document is signed. CUSTOMER agrees that its use of COATING is made in reliance upon this Limited Warranty and not upon any other written or oral representation of SHERWIN-WILLIAMS. This Limited Warranty cancels and supersedes any other warranty or statement of performance made in the past or in the future by SHERWIN-WILLIAMS unless such statement is subsequently made in writing as an express amendment of this document. This is our complete warranty. It is issued only to CUSTOMER and is not assignable to any other party. SHERWIN-WILLIAMS makes no warranty to CUSTOMER's customers and is not responsible for any warranty CUSTOMER chooses to provide to its customers concerning the performance of COATING products. This Limited Warranty automatically expires upon any change or transfer of ownership of the property on which the metal coated with COATING is originally installed. The rights and obligations of the parties hereunder shall be governed by Minnesota law, but not its conflict of law rules.

Product Warranty Terms and Measurement Table

Technology	Suggested End-Use	Film Integrity	Color Fade ASTM D 2244		Chalk ASTM D4214 Method A			
		Years	Years	Vertical Surface DE Hunter Units	Non-Vertical Surface DE Hunter Units	Years	Vertical Surface Units	Non-Vertical Surface Units
WEATHERXL™								
WeatherXL	Construction Building Products	40	30	5	7	30	8	6
WeatherXL Crinkle	Construction Building Products	40	30	5	7	30	8	6
FLUROPON®								
Fluropon	Construction Building Products	35	35	5	5	35	8	8
Fluropon Hardcoat	Construction Building Products	35	35	5	5	35	8	8
Fluropon Classic	Construction Building Products	35	35	5	5	35	8	8
Fluropon Classic II	Construction Building Products	35	35	5	5	35	8	8
Fluropon Continuum	Construction Building Products	35	35	5	5	35	8	8



**ADDENDUM TO SHERWIN-WILLIAMS LIQUID COATINGS FOR COIL COAT
APPLICATION LIMITED WARRANTY
Dated December 1, 2021**

Sherwin Williams and Mueller Inc. agree to the following addendum which supplements the previously issued limited warranty and supersedes the previously issued limited warranty where in conflict.

REPLACE: SECTION B: REMEDY

If Sherwin-William’s Fluropon or WeatherXL fails to comply with the Limited Warranty, Sherwin-Williams will, at our option, issue a refund for, or pay for labor and material reasonably necessary to repaint or replace, the defective panels exhibiting the conditions described above (the “Warranty Benefits”). The Warranty Benefits will continue to apply to any metal panels that were repainted or replaced under this Limited Warranty, but only for the unexpired portion of the Limited Warranty period applicable to the original coated metal panels.

Section C, letter r. is excluded from warranty requirements for Mueller Inc.

SECTION F: OTHER TERMS WITH THE FOLLOWING:

This is our only warranty concerning WeatherXL/Fluropon coil coatings. Except for this Warranty, WE MAKE 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. SHERWIN-WILLIAMS WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. We have no other liability with respect to WeatherXL/Fluropon coil coatings, whether based on warranty, negligence, or any other legal theory.

This is our complete warranty. It lists all of Sherwin-Williams’s obligations regarding WeatherXL/Fluropon coil coatings purchased by you on or after the effective date shown below. It is only for your benefit and you may not assign it to any other person or entity. Sherwin-Williams makes no warranty to your customers and is not responsible for any warranty you choose to provide to your customers concerning the performance of WeatherXL/Fluropon coil coatings. Sherwin-Williams may change or discontinue this Warranty by providing you with 30 days advance written notice. Any changes will apply only to WeatherXL/Fluropon coil coatings sold to you after the notice period expires. This warranty shall be governed by Minnesota law, but not its conflict of law rules.

MUELLER, INC.

THE SHERWIN-WILLIAMS COMPANY

BY: _____

BY: *Cathy Beine*

Title _____

Title: Warranty & Claims Manager

Date _____

Date _____