



animals and/or animal waste or its decomposition products; has suffered from improper forming, fabrication or embossing; corrosion of the substrate and/or corrosion at cut edges; or develops any other condition between the coating and the substrate which causes the coating to degrade or delaminate;

4. CERAM-A-STAR® 1050 which is installed within 1000 meters (3250 feet) of either a salt water shoreline at mean high tide or other marine environment, unless approved in writing by AKZO NOBEL prior to installation, based on AKZO NOBEL'S review of the information provided on the Site Conditions Form (Appendix A). If structures are installed within 1000 meters with AKZO NOBEL's prior written site approval, all provisions of this limited warranty will remain in effect, except Section B(1)(film integrity), so long as all of its conditions are met, and provided that AKZO NOBEL is provided satisfactory written, contemporaneous evidence of the performance of semi-annual "sweet water" [fresh tap water] rinses;
5. CERAM-A-STAR® 1050 topcoats which are not applied as part of a complete AKZO NOBEL system. A complete AKZO NOBEL system means a CERAM-A-STAR® 1050 topcoat applied onto metal which has been primed with an approved AKZO NOBEL primer on both sides of the metal sheet, and which has been coated with an approved AKZO NOBEL backer coating on the reverse side, all per specifications on the AKZO NOBEL Product Data Sheet.

SECTION D: WHAT MUST DEALS DO TO KEEP THIS LIMITED WARRANTY COVERAGE?

DEALS must do all the following things to have the benefit of this limited warranty:

1. DEALS must require the coil coater to send AKZO NOBEL two (2) representative samples (each 12" x 12") of metal coated with each batch of CERAM-A-STAR® 1050 (as identified by batch number) promptly following its coating, identifying the number of the coil, the date of the coating, the CERAM-A-STAR® 1050 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. DEALS must also maintain records for forty-two (42) years that will identify the master coil number for each building erected in the field, which shall be available to AKZO NOBEL on request; and
2. DEALS shall advise AKZO NOBEL in writing of any claimed violation of this limited warranty within thirty days of receiving notice thereof, and AKZO NOBEL must promptly be afforded an opportunity to inspect the installation.

If any of these things are not done, this limited warranty will not apply.

SECTION E: REMEDY

If AKZO NOBEL's CERAM-A-STAR® 1050 fails to comply with our limited warranty, due to any defect in material or workmanship, AKZO NOBEL will bear the full cost of labor and material to replace or refinish the defective portion of the field installation. The decision whether to replace or refinish to remedy an honored claim will be made at the sole discretion of AKZO NOBEL. If Akzo Nobel's investigation indicates that the claimed defect is not covered by this limited warranty, DEALS shall reimburse all of Akzo Nobel's third-party expenses incurred in connection with the investigation of the claim. This Warranty also applies to the part(s) being repainted, repaired or replaced, but only for the unexpired portion of the Warranty period applicable to the original coil coated part.

SECTION F: EXCLUSION OF OTHER WARRANTIES

THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, AND WHETHER WRITTEN OR ORAL. Correction of non-conformities in the manner and for the period of time provided herein shall constitute fulfillment of all liabilities of AKZO NOBEL to DEALS with respect to or arising out of the goods whether based on contract, negligence, strict liability in tort, or otherwise.