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SILICONIZED MODIFIED POLYESTER PAINT FINISH WARRANTY

DELTA Consolidated, LLC, extends this limited warranty to the buyer listed in the signatory below and warrants that its goods, identified as Siliconized Modified Polyester (a.k.a. SMP Colors) colors used for exterior building panels and trim, when applied over prime quality GALVALUME® or Hot-Dipped G90 Galvanized coated steel, will perform as follows:

WORKMANSHIP

All fabricated steel components are warranted only against failure due to defective material or workmanship for a period of one year from the date of shipment.

COVERAGE

Although it is recognized and acknowledged by DELTA and the Buyer assigned this warranty that most coatings, including the aforementioned, will fade and change in appearance to some degree over a period of time in outdoor installations, and that such changes may be uniform between surfaces not equally exposed. DELTA warrants that the Goods covered by this warranty will resist natural weathering only to the extent that they will conform to the performance standards listed below during the forty (40) years after shipment for film integrity and a period of twenty-five (25) years after shipment for both chalking and color change, provided that all conditions of this warranty are first met. Provisions (1) through (3) below apply to building installed north of the 15° parallel of latitude in the northern hemisphere. Only provision (1) applies to buildings installed south of this latitude:

- I. WILL NOT crack, check or peel (lose adhesion) for 40 years, but this does not include minute fracturing, which may occur in proper fabrication of the building parts.

SIDEWALL PANELS [for 40 years from installation]

- a. WILL NOT chalk in excess of ASTM D-4214 method A number eight (8) rating.
- b. WILL NOT change color more than five (5.0) Hunter Δ F, units 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. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

ROOFING PANELS [for 40 years from installation]

- a. WILL NOT chalk in excess of ASTM D-4214 method A number six (6) rating.
- b. WILL NOT change color more than seven (7.0) Hunter Δ E, units 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. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

EXCEPTIONS

This limited warranty DOES NOT APPLY to Goods exposed at any time to corrosive, aggressive, harmful or other abnormal atmospheric conditions, including, but not limited to, the conditions present in the following areas or circumstances:

1. Areas subject to salt-water marine atmospheres or to repeated spraying of salt or fresh water, stored or installed in an environment that includes a high degree of humidity, sand, dirt, or grease, whether naturally occurring or caused by man.
2. Goods installed within 1,500 feet of a salt-water or other marine environment.
3. Areas subject to fallout of, or exposure to, aggressive conditions such as airborne abrasives, corrosive chemicals, ash fumes, cement dust, or contact with animals and/or animal waste or its decomposition products, wet cement or mortar, green or wet lumber, carbon black, salts or other chemicals, any acidic compounds carried by air or water including, but not limited to acid rain, whether naturally occurring or caused by man.
4. Areas subject to water run-off from lead or copper flashings, or to areas in metallic contact with lead or copper or installed in areas which are subject to fallout from copper, lead, nickel or silver mining or refining operations.
5. The attachment of components, such as curbs, vents, gutters, flashings signs, fascias, skylights, walkways, guy wires, windows, doors or other such materials, accessories or machinery, the attachment of which is not made known to and approved by DELTA in writing prior to installation.
6. Circumstances where corrosive fumes or condensates are generated or released inside the building.
7. Normal wear and tear, misuse or any other case beyond the control of DELTA.

This limited warranty DOES NOT APPLY in the event of:

1. Goods which have suffered scratching or abrasion or impact by a hard object or improper scouring or cleaning procedures; have been abused, altered, modified, used in a manner not originally intended or stored contrary to DELTA instructions or in accordance with goods industry practice; is damaged or stained due to moisture entrapment in bundles/packages during transit or storage; are stored or installed in an area, or in such a way, that damage can occur due to poor air circulation; have suffered any damage caused by acts of God, radiation, falling objects, explosion, fire, riots, civil commotions, acts of war or other external forces;
2. Goods which suffer from severe crazing from radial bending (hems), cut edge exposure or edge creep.
3. Goods which have suffered discoloration or corrosion from the rusting of embedded or topical steel shavings which were not properly removed during the erection process: improper insulation installation allowing moisture to remain in contact with Goods; Goods in direct contact with concrete foundation, grease or wet lumber, wet or damp insulation.
4. Goods which have been damaged by outside sources, improper installation, improper storage or handling, misuse or abuse, or lack of proper maintenance.
5. Deterioration of the panels caused directly or indirectly by contact with fasteners. Selection and specification of suitable long-life fasteners to be used with Goods rests solely with the Buyer.
6. Non-vertical slopes of roof or sections on the roof flatter than 1/4: 12 or any other circumstances that cause improper drainage or the holding of water, including internal condensation from overlaps and all other surfaces of the Goods.

CLAIM PROCEDURE

Any claim under this limited warranty shall be made to DELTA, in writing, within thirty (30) days after (a) discovery of suspected defective Goods, or (b) the time a reasonable person should have discovered the defective Goods, whichever is sooner, or the Claim shall be waived. Additionally, any Claim shall include (a) a copy of this, properly executed, warranty, and (b) a video and/or photographs of the claimed defective Goods. DELTA shall be given a prompt and reasonable opportunity to inspect the installation and investigate the claim validity and, if necessary, coordinate a joint job site inspection with its supplier's representatives or the Goods claimed to be defective. It is Buyer's responsibility to demonstrate, to DELTA and DELTA's supplier's satisfaction, that any claimed defect was due to a breach of this limited warranty.

REMEDY

Remedy shall be by either Goods replacement or Goods refinishing of the defective portion of the field installation only, in accordance with standard industry practice, F.O.B. Buyer's job site. Buyer acknowledges that this limited warranty is derived from the limited warranty issued by DELTA's supplier to DELTA, which DELTA is passing on to Buyer. Accordingly, any remedy is subject to DELTA's supplier's decision to accept the Claim and the authorization and choice of remedy for any accepted Claim shall rest solely with DELTA's supplier. In no event shall the Buyer be eligible to receive greater remedy from DELTA than the remedy DELTA receives from its supplier. Any unauthorized efforts by Buyer to remedy the alleged defective Goods shall void this warranty. DELTA and the customer agree that any and all controversy as to this warranty or any matters relating thereto shall be decided in accordance with the laws of the State of Louisiana and the laws of the United States of America.

ADDITIONAL WARRANTY LIMITATIONS

THIS LIMITED WARRANTY SUPERCEDES AND IS EXPRESSLY PROVIDED IN PLACE OF ANY AND ALL OTHER WARRANTIES REGARDING THE GOODS, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, BOTH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY BUYER.

DELTA SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies set forth herein are exclusive.

Any portion of Goods replaced or refinished pursuant to this limited warranty shall be deemed to have been coated on the date of the original installation and the duration of this warranty shall not be extended beyond that of the original factory-applied finish. Buyer shall exercise diligence in inspection of Goods which are used and contain finish defects discernible by reasonable inspection.

This limited warranty applies only when specifically requested by the Buyer in writing. It shall not apply to painted finish metal used for a purpose other than exterior building panels and trim or to orders not designated in writing by the Buyer as limited warranty orders.

DELTA extends this limited warranty solely to the Buyer. This limited warranty is transferable and/or assignable exclusively to the original occupant/end user/owner of the building and is not transferable or assignable to any subsequent occupant. This limited warranty does not apply to any failure or defect that occurs after the sale or transfer of a building by the building's original owner.

BUYER: _____ ORIGINAL OCCUPANT/END USER: _____

By: _____ NAME/ COMPANY: _____

TITLE: _____ BUILDING LOCATION – EXACT STREET ADDRESS:

DELTA ORDER #: _____ STREET: _____

DATE SHIPPED: _____ CITY: _____

ERECTION COMPLETION DATE: _____ STATE / ZIP: _____

DATE SIGNED: _____

DELTA CONSOLIDATED, LLC

BY: _____ TITLE: _____

DATE: _____

THIS LIMITED WARRANTY IS NOT IN FORCE UNTIL RECEIPT OF THE FULLY-EXECUTED COPY HAS BEEN ACKNOWLEDGED BY DELTA.

WARRANTY SERVICE

To request Warranty Service, notify DELTA @

DELTA Consolidated, LLC
205 Paillet Dr.
Harvey, LA 70058
504-368-5433

Please include the following information:

- a) A photo copy of the warranty
- b) Description of the problem(s)
- c) Photographs which show the problem(s)
- d) Contact information
- e) Date of installation

