

# 40 YEAR DEAN COLOR WARRANTY

DEAN STEEL BUILDINGS, INC., WARRANTS THE COLOR FINISH (APPLIED TO STEEL BUILDING EXTERIOR WALL AND ROOF PANELS) WILL NOT PEEL, FLAKE OR OTHERWISE LOSE ADHESION TO AN EXTENT THAT IS APPARENT ON ORDINARY OUTDOOR VISUAL OBSERVATION<sup>1</sup> FOR A PERIOD UPTO FORTY (40) YEARS.

THIS **LIMITED WARRANTY** IS MADE TO THE ORIGINAL PURCHASER(S) OF THE DEAN BUILDING SYSTEM. THIS WARRANTY IS SUBJECT TO THE LIMITATIONS OF THE REVERSE SIDE OF THIS CERTIFICATE AND SHALL NOT BE DEEMED TO INCLUDE ANY OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND DSB SHALL HAVE NO LIABILITY WITH RESPECT TO COLOR FINISHES EXCEPT AS SPECIFICALLY EXPRESSED HEREIN.



_____ Builder		_____ Owner	
_____ Signature		_____ Owner's Rep's Signature	_____ Title
_____ Title	_____ Date	_____ Address	
_____ Address		_____ City/State/Zip	
_____ City/State/Zip		_____ Job Location	
_____ Job #	_____ Project	_____ Building Type & Size <b>DEAN STEEL BUILDINGS, INC.</b>	
_____ Panel Type		_____ Sq. Ft.	
_____ Building Use			
_____ Coil #		_____ Effective Date	
4051B 9/14			

<sup>1</sup> Note: Slight crazing or cracking may occur on roll formed edges or break bends at the time of forming, and is considered as standard – such crazing or cracking shall not constitute a basis for complaint under this limited warranty.

## LIMITATIONS ON AND CONDITIONS OF WARRANTY

1. Although it is recognized by Dean Steel Buildings, Inc., and its customers that most coatings, including DURASTAR® SMP, will fade and change in appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, DEAN STEEL BUILDINGS, INC., warrants that the goods covered by this warranty will resist natural weathering to the extent that they will conform to the performance standards listed below during a period of 40 years after coating for film integrity, and a period of 30 years after coating for chalking and color change, provided that all conditions of this warranty are first met. Provisions (A) through (C) below apply to buildings installed north of the 15° parallel of latitude in the northern hemisphere or south of the 15° parallel of latitude in the southern hemisphere. Only provision (A) applies to buildings installed between these latitudes
  - A. For forty (40) years, DURASTAR will not peel, crack, check, or flake to an extent that is apparent or on ordinary visual observation.
  - B. For thirty (30) years, sidewall panels of DURASTAR, will not change color more than five (5) ΔE Hunter units, and roof panels will not change color more than seven (7) ΔE Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, or other surface deposits and chalk per ASTM D 3964.
  - C. For thirty (30) years, sidewall panels of DURASTAR will not chalk more than a number eight (8) rating, and roof panels will not chalk more than a number six (6) rating, when measured per ASTM D-4214, Method A.
2. No warranty is provided for DURASTAR on any substrate that is subjected to sea spray or installed on property located within 1,000 meters or 3,250 feet of a salt water environment.
3. This warranty is restricted to failures resulted from normal weathering and does not include coating failures caused by scratches, scrapes, abrasions or impact by hard objects.. The warranty excludes failures caused by standing water and direct exposure to corrosive and aggressive atmospheres including salt spray and animal waste products. This warranty does not apply if defects or failures set forth on the face hereof are caused by acts of God, falling objects, external forces, explosions, fire, riots civil commotions, acts of war, radiation, or abnormal environmental conditions. If an area is originally subject to a “normal” environment, but subsequently changes to one that is “abnormal”, then this warranty is void.
4. This warranty does not apply to the interior or reverse side finish.
5. This warranty does not apply to slight crazing or cracking on roll formed or break bends that may occur as the result of accepted fabrication procedures.
6. This warranty does not apply to panels that are stored at any time prior to field installation contrary to storage instructions issued by DSB, or is stored or installed in a way which allows standing water on the coating, thus creating “white rust”. It does not apply to surface rust that may appear around screws or cut edges due to drill chips or shavings that were not cleaned from the panels after installation. It does not include failures resulting from edge corrosion.
7. This warranty is made only to the original owner of the building, and shall not apply if the building has been sold or dismantled and moved to a new location.
8. The warranty shall not become effective and DSB shall not have any obligation under any warranty until all invoices issued by DSB have been paid in full, in accordance with their terms, without offset, deduction or credit.

### NOTICE REQUIREMENT

All claims for alleged breach of the limited warranty expressed herein must be transmitted in writing to Dean Steel Buildings, Inc., 2929 Industrial Avenue, Fort Myers, Florida 33901, within thirty (30) days after the alleged defect has been first detected. Upon receipt of any claim, DSB will have the claim investigated and, if the finish has failed under the terms and conditions of this limited warranty, DSB will then, at its option, either replace or repaint the finished materials to the extent necessary to provide, in its opinion, a satisfactory building appearance. DSB provides this warranty through their material supplier. DSB shall file material defect based claims with the material supplier on the owner's behalf.

All corrective action performed by Dean Steel Buildings, Inc., pursuant to this limited warranty shall be carried out on the basis of a release from the customer of any further claims concerning the specific claim. DSB's liability for breach of this warranty shall be limited exclusively to the cost of either repairing nonconforming panel, or at DSB's sole option, of furnishing F.O.B. plant sufficient sheet product to provide the Buyer replacement panels for the nonconforming panels on a prorated share based on the years of service. **(Example 20 years into a 40 year warranty, DSB's share would be 50% of the replacement panels/repairing cost; years of service will start from DSB's effective date as noted on the face of this document.)**

DSB shall not, in any event, be liable for the cost of labor expended by others on any nonconforming sheet or for any special, indirect, or consequential damages to anyone by reason of the fact that such panels shall have been nonconforming. DSB's responsibility extends only to the direct cost of refinishing or replacing failed coated substrate. DSB cannot accept liability for loss or damage to their property or equipment, loss of profits or sales or any other claims relative to standard business interruption, or any other incidental or consequential damages.