

# 15 YEAR DEAN COLOR GUARANTEE

DEAN STEEL BUILDINGS, INC., GUARANTEES THE COLOR FINISH (APPLIED TO STEEL BUILDING EXTERIOR WALL AND ROOF PANELS) WILL NOT CRACK, BLISTER, FLAKE, CHIP, CHECK, OR PEEL FOR A PERIOD OF FIFTEEN (15) YEARS (NOT TO BE CONSTRUED TO INCLUDE MICROFRACTURES OR HAIRLINE CRAZING). CRACKS OR CRACKING IS DEFINED AS BREAKS IN THE FLAT COATING AS OPPOSED TO CRACKING OR BREAKS IN THE FILM CAUSED BY METAL FORMING.

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



|                         |                  |  |                |
|-------------------------|------------------|--|----------------|
| _____<br>Builder        |                  | _____<br>Owner                             |                |
| _____<br>Signature      |                  | _____<br>Owner's Rep's Signature           | _____<br>Title |
| _____<br>Title          |                  | _____<br>Address                           |                |
| _____<br>Address        |                  | _____<br>City/State/Zip                    |                |
| _____<br>City/State/Zip |                  | _____<br>Job Location                      |                |
| _____<br>Job #          | _____<br>Project | _____<br>Building Type & Size              |                |
| _____<br>Panel Type     |                  | _____<br><i>DEAN STEEL BUILDINGS, INC.</i> |                |
| _____<br>Building Use   |                  | _____<br>Vice President                    |                |
| _____<br>Coil #         |                  | _____<br>Effective Date                    |                |
| 4051K-9/03              |                  |  |                |

SAMPLE

## LIMITATIONS ON AND CONDITIONS OF GUARANTEE

Although it is recognized by Dean Steel Buildings, Inc., and its customers that most coatings, including KYNAR 500<sup>®</sup>, 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 15 years after coating for film integrity, and a period of 15 years after coating for chalking and color change, provided that all conditions of this warranty are first met. Provisions (1) through (3) 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 (1) applies to buildings installed between these latitudes.

1. KYNAR 500<sup>®</sup>, Hylar 5000<sup>®</sup>, or equivalent PolyVinyliden De-Fluoride (PVDF), will not peel, crack, check, or flake to an extent that is apparent or on ordinary visual observation.
2. KYNAR 500<sup>®</sup>, or equivalent, will not change color more than 5NBS(Hunter) units. Color measurements are to be made per ASTM D 2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D 3964.
3. KYNAR 500<sup>®</sup>, or equivalent, will not chalk more than a number 8 rating, when measured per ASTM D-4214, Method A.
4. This guarantee 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. Abnormal environmental conditions shall include, but are not limited to:
  - Areas exposed to marine (salt water) atmosphere and/or continuous spray of salt or fresh water.
  - Areas exposed to heavy atmospheric concentrations of fly ash, corrosive fumes and/or chemicals such as those emitted by chemical plants, foundries, kilns, fertilizer plants and paper mills.If an area is originally subject to a "normal" environment, but subsequently changes to one that is "abnormal", then this guarantee is void.
5. This guarantee does not apply to the interior or reverse side finish.
6. This guarantee does not apply to slight crazing or cracking on roll formed or break bends that may occur as the result of accepted fabrication procedures.
7. This guarantee does not apply to panels that have suffered scratching, abrasion or impact by hard objects.
8. This guarantee does not apply to panels that are stored at any time prior to field installation contrary to storage instructions issued by Dean, or is stored or installed in a way which allows standing water on the coating, thus creating "white rust".
9. This guarantee 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.
10. This guarantee is made only to the original owner of the building, and shall not apply if the building has been dismantled and moved to a new location.
11. This guarantee covers wall and roof panels exposed to normal weather conditions in the continental United States and as set fourth in opening paragraph.
12. This guarantee does not include failures resulting from edge corrosion.
13. Roof slopes of 1/4:12 or less are not covered under this guarantee.

## NOTICE REQUIREMENT

All claims for alleged breach of the limited guarantee 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, Dean will have the claim investigated and, if the finish has failed under the terms and conditions of this limited guarantee, Dean 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. All corrective action performed by Dean Steel Buildings, Inc., pursuant to this limited guarantee shall be carried out on the basis of a release from the customer of any further claims concerning the specific claim. Dean's liability for breach of this guarantee shall be limited exclusively to the cost of either repairing nonconforming panel, or at Dean'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 7 years into a 15 year guarantee, Dean's share would be 50% of the replacement panels/repairing cost; years of service will start from Dean's effective date as noted on the face of this document.)** Dean 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.