



Beckry®Tex Limited Warranty

This Limited Warranty Agreement (this “Agreement”) is made by and between Becker Specialty Corporation (“Beckers”) and the following manufacturer, producer or end-user of metal building components for exterior use identified on the signature page hereof (“Customer”).

First Choice Exteriors D.B.A. Classic Metals

1. WARRANTY. Subject to the terms and conditions of this Agreement, Beckers warrants that Beckry®Tex (“Product”) will not, when applied in accordance with Beckers’ applicable product specifications and instructions for a use approved under Section 3 below:

Crack, Flake or Peel for 40 years;

Chalk for 30 years, or

Change Color for 30 years (subject to the other terms and conditions of this Agreement, the “Limited Warranty”).

This is not a corrosion warranty.

2. DEFINITIONS. For the purposes of this Agreement, the following definitions shall apply:

(a) “Chalk” shall mean chalking in excess of ASTM D-4214 method rating 7 (for vertical/sidewall installations) or rating 5 (for horizontal/roof installations).

(b) “Change Color” shall mean a change of more than 6 Hunter delta-E units (for vertical/sidewall installations) or of more than 8 Hunter delta-E units (for horizontal/roof installations) as determined by ASTM method D-2244-09b comparing measurements on an exposed painted surface against an unexposed reference surface or coupon sample from the relevant batch (with surfaces washed and wiped dry to remove any residual dirt or chalk prior to measurement).

(c) “Coated Metal” shall mean Metal to which Product has been applied before the Metal is fabricated into panels or other exterior building components.

(d) “Crack, Flake or Peel” shall mean a loss of film integrity that is apparent by unaided visual inspection in normal outdoor conditions, but excluding (i) minute fracturing and (ii) any loss of film integrity due to substrate issues including, but not limited to, corrosion of the Metal substrate.

(e) “Metal” shall mean and include the following, in the form of sheet coil, when properly chemically treated and primed and used in the making of exterior building products: aluminum, galvanized steel, galvalume, and galfan.

(f) “Product Specification Sheet” shall mean the Product-related information issued by Beckers that includes requirements governing the manner in which the Product must be applied to the Metal.

3. APPROVED USES. The Limited Warranty applies only:

(a) where the application of the Product to Metal is made within six (6) months of the date of delivery of the applicable batch of Product by Beckers, with the applicable warranty periods running from date of application of the Product to the Metal used in the relevant application.



(b) to installations of Coated Metal in the form of panels or other exterior building components that are placed in service.

(c) to all colors of the Product unless otherwise declared by Beckers by notice to Customer at time of color matching. It is acknowledged that 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 be subject to reduced warranty coverage as determined by Beckers on a case-by-case basis.

(d) in the case of chrome free pretreatment, only if pre-approved by Beckers.

(e) to installations of Coated Metal within the Continental United States (including Alaska) and Canada.

4. EXCLUSIONS. Beckers is not responsible for, and the Limited Warranty shall not apply to:

(a) any application where the Product is mixed, used in combination with, or combined with any other coating material or primer unless expressly authorized in writing by Beckers. Customer acknowledges that this Warranty shall not be applicable unless the Product is used in conjunction with a complete Beckers coatings system.

(b) any application where the Product was not shown to have been applied in the applicable minimum dry film thickness(s) to a properly pre-treated substrate in compliance with the specifications and instructions outlined on the then-current Product Specification Sheet.

(c) failures or damage resulting from under-film or edge corrosion, or failure or defects (including corrosion) of the metal substrate.

(d) Product that is applied to other than first quality aluminum, galvanized steel, galvalume, or galfan.

(e) any damage resulting from improper packaging, shipping, storage, processing, handling or installation of Coated Metal after application of the Product, or to Coated Metal subjected to standing water.

(f) any installation of Coated Metal where a claimed defect or condition visibly affects less than either (i) 200 square feet or (ii) 2% of the total exposed Coated Metal surface at that particular installation.

(g) Coated Metal subjected to fire or to any deforming physical impact or treatment that damages the paint film, or to any damage as a result of an act of God or force majeure.

(h) any installation where the paint film is subject to unusual or harsh environmental exposure(s) or condition(s), such as severe marine environments (including any locations within 3000 feet of a salt-water environment) and industrial sites (including, without limitation, steel mills, power generating plants, oil fields and refineries, mines, chemical plants, paper mills and adjacent and downwind areas, whether industrial or residential, if affected), or in contact with animals or animal waste, unless in each case specifically pre-approved by Beckers in writing for a specific application.

(i) failure or damage where there has been exposure to harmful fumes or foreign substances in the atmosphere, or salt spray.

(j) Product applied to Metal where there are significant differences in the insulation below the coated surface, or where materials or items such as snow guards or solar panels are attached or adhered to the applied Product.



5. CONDITIONS OF LIMITED WARRANTY. Customer is responsible for the condition of the coating machinery, the Metal, the Metal treatment, oven conditions and all other aspects of the process of applying the Product to Metal and for compliance with Beckers' applicable Product Specification Sheet requirements for application and curing/baking of the Product. Customer shall maintain relevant manufacturing and quality control records sufficient to show compliance with such requirements and with the tests required thereby. Customer shall make and maintain coupon samples (12"x12") of every coil to which the Product is applied, each with relevant identifying information including batch number(s) of the Product used, date of application, Customer's coil number, and substrate pretreatment details, and make such samples available to Beckers upon request for off-site testing and analysis. Beckers reserves the right to alter or amend its Product Specification Sheet(s) and/or the Limited Warranty by notice to Customer. Any claim under this Agreement must:

- (a) be made to Beckers in writing within 30 days after the Customer becomes aware of any alleged defect.
- (b) identify with specificity the Product involved, the particular installation (including size or other physical characteristics), and the terms of any warranty pursuant to which Customer sold the Coated Metal involved,
- (c) include video and/or photographic documentation of the claimed defect and such other supporting documentation as Beckers may reasonably request, including, without limitation, Customer's relevant manufacturing and quality control records identifying the batch numbers of the Product used, the application date(s), Customer records sufficient to establish compliance with the Beckers' Product Specification Sheet requirements for application and curing/baking of the Product specifications, and the results of tests required by those specifications.
- (d) allow Beckers (or its representative) to inspect the claimed defective Product at its installation. Initiation of any repair or replacement of allegedly defective Coated Metal prior to Completion of Beckers' inspection and evaluation shall void the Limited Warranty as to such alleged defect.

6. EXCLUSIVE REMEDY. Following completion of its evaluation of a warranty claim, if Beckers determines that its Product has not performed as warranted, Beckers will, as Customer's exclusive remedy hereunder, pay for labor and material reasonably necessary to repaint, repair or replace, at Beckers' option, the metal panels displaying the defective conditions, provided that Beckers' obligation shall not exceed the lesser of (i) the original purchase price of the affected metal panels (not including any accessories or attachments) or (ii) the remedy provided in any other warranty provided to the building owner. The Limited Warranty shall thereafter continue to apply to any metal panels that were repainted, repaired or replaced pursuant to the Limited Warranty, but only for the unexpired portion of the warranty period applicable to the original part. If Beckers' investigation indicates that the claimed defect is not covered by this Limited Warranty, Customer shall reimburse Beckers for all third-party expenses incurred by Beckers in connection with its investigation of the claim.

Notwithstanding the time period(s) specified in the Limited Warranty, Beckers' responsibility with respect to any particular installation of Coated Metal shall (i) be limited to the period of any warranty running from the Customer to its own downstream customer(s) for the relevant Coated Metal and (ii) shall automatically expire upon any change or transfer of ownership of the property on which such Coated Metal was originally installed.

Except as provided in this Limited Warranty, Beckers has no other liability with respect to the Product system, whether based on contract, negligence, strict liability in tort, or otherwise. **IN NO EVENT SHALL BECKERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES,** such as, but not



limited to, damage or loss of other property or equipment, loss of profits or revenues, cost of capital, cost of purchase or replacement of other goods, or claims of customers of Customer for business or service interruption.

7. **SOLE WARRANTY.** This Agreement sets forth all of Beckers' obligations, and Customer's sole and exclusive remedy, regarding the Product and its performance. Except as expressly set forth herein, BECKERS 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. This Agreement cancels and supersedes any previous warranty or commitment with respect to the performance characteristics of the Product(s). This Agreement is for the benefit of Customer, and may not be assigned or transferred.

8. **GENERAL.** *This Agreement and the rights and obligations of the Parties hereunder shall be governed by the law of the State of Illinois, USA without regard to conflict of laws principles. This Agreement may not be amended or modified except by means of a written amendment specifically referencing this Agreement and signed by an authorized representative of each of the parties hereto. Unless and until terminated by sixty (60) days' written notice given by one party to the other, this Agreement shall be in force for an initial period of one year from the Effective Date set forth below and then from year to year thereafter; provided that termination hereof shall not affect the rights or obligations of the parties with respect to Product delivered to Customer prior to the date notice of termination is given. All notices hereunder shall be in writing and sent by certified mail or an express service providing for a documented delivery (FedEx, etc.) to the applicable address set forth below.*

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this LIMITED WARRANTY AGREEMENT as of the Effective Date set forth below:

EFFECTIVE DATE: 10/9/2015