



## **40-YEAR PAINT FINISH LIMITED WARRANTY**

Whirlwind Steel Buildings, Inc. a/k/a Whirlwind Building Systems, Whirlwind Building Components, Whirlwind Technical Sales Department, ("Whirlwind"), extends this limited warranty to the Buyer listed in the signatory below and warrants that its exterior full coat, identified as Siliconized Modified Polyester (a.k.a. SMP Colors) or Straight Polyester (a.k.a. POL Colors) colors for exterior building panels and trim ("Goods"), when applied over prime quality GALVALUME® or Hot-Dipped G60 Galvanized coated steel, will perform as follows:

### **COVERAGE**

This warranty applies to Goods used on wood frame buildings and on architectural, commercial, pre-engineered or residential metal buildings, which are installed in the continental United States, Canada and Mexico.

Although it is recognized and acknowledged by Whirlwind and the Buyer assigned this warranty that most coatings, including those aforementioned, 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, Whirlwind 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 a period of 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 buildings installed north of the 15° parallel of latitude in the northern hemisphere. Only provision (1) applies to buildings installed south of this latitude:

1. Will not peel, crack, check or flake to an extent that it is apparent on ordinary outdoor visual observation by a reasonable person at a reasonable distance from the Goods; and
2. Vertical installations will not change color more than five (5) NBS (Hunter) units, and non-vertical installations will not change color more than seven (7) NBS (Hunter) units following field installation. 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; and
3. Vertical installations will not chalk more than a number eight (8) rating, and non-vertical installations will not chalk more than a number six (6) rating, when measured per ASTM D-4214, Method A.

### **EXCEPTIONS**

This is an anti-weathering limited warranty and does not apply to other causes of degradation, including but not limited to;

- a. Goods which have been scratched or abraded or impacted by a hard object; abused, altered, modified; used in a manner not originally intended; or stored contrary to Whirlwind instructions or good industry practice; damaged due to moisture entrapment in bundles/packages during transit or storage; stored or installed in a way which allows standing water on the coating, or in any chemically aggressive environment containing fumes, ash, cement dust, wet cement or mortar, carbon black, salts or other chemicals, whether naturally occurring or caused by man; stored or installed in an environment that includes a high degree of humidity, sand, dirt, or grease, whether naturally occurring or caused by man; stored or installed in a way which allows contact with animals and/or animal waste or its decomposition products; is stored or installed in an area, or in such a way, that damage can occur due to poor air circulation; is stored or installed in areas which are subject to fallout from copper, lead, nickel or silver mining or refining operations; suffered any damage caused by acts of God, radiation, falling objects, explosion, fire, riots, civil commotions, acts of war or other external forces;
- b. Goods which suffer from severe film crazing from radial bending (hems); cut edge exposure; edge creep; corrosion of the substrate; or the development of any other condition between the coating and the substrate which causes the coating to degrade or delaminate;
- c. Goods installed within 1000 meters of a salt water or other marine environment.
- d. Goods which have suffered discoloration 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; failure to promptly remove protective masking film.
- e. Goods which have been damaged by outside sources, improper installation, improper storage or handling, misuse or abuse, or lack of proper maintenance.

This limited warranty applies only to the painted finish full coat and does not cover the wash coat on the reverse side, the base metal, or the metallic substrate.



### CLAIM PROCEDURE

Any Claim under this limited warranty shall be made to Whirlwind, in writing, within thirty (30) days after (a) discovery of the 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. Whirlwind 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 of the Goods claimed to be defective. It is Buyer's responsibility to demonstrate, to Whirlwind and Whirlwind'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 Whirlwind's supplier to Whirlwind, which Whirlwind is passing on to Buyer. Accordingly, any remedy is subject to Whirlwind's supplier's decision to accept the Claim and the authorization and choice of remedy for any accepted Claim shall rest solely with Whirlwind's supplier. **In no event shall the Buyer be eligible to receive greater remedy from Whirlwind than the remedy Whirlwind receives from its supplier.**

Any unauthorized efforts by Buyer to remedy the alleged defective Goods shall void this warranty.

### ADDITIONAL WARRANTY LIMITATIONS

THIS LIMITED WARRANTY SUPERSEDES 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.

WHIRLWIND SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY 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 as received from Whirlwind so as to mitigate repair or replacement. No warranty shall apply to Goods which are used and contain painted finish defects discernable by reasonable inspection.

This limited warranty applies only when specifically requested by the Buyer, in writing, within 60 days of shipment after full payment has been received by Whirlwind. It shall not apply to painted finish metal used for a purpose other than exterior building panels or to orders not designated in writing by the Buyer as limited warranty orders.

**Whirlwind 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: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Whirlwind Sales Order: \_\_\_\_\_

Date Shipped: \_\_\_\_\_

Erection Complete Date: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Whirlwind Steel Buildings, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ORIGINAL OCCUPANT / END USER

Name /Company: \_\_\_\_\_

Building Location - Exact Street Address: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State / Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

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