



TRINAR® Limited Warranty

F.O. #

Corle Independent Builder

Address

City, State Zip

Purchaser

Address

City, State Zip

Corle Building Systems, Inc. having sold painted panels to the above Corle Independent Builder hereby extends the following forty-year limited warranty on its 26 gage or 24 gage roof and wall panels coated with TRINAR® paint.

COVERAGE

This limited warranty applies only to goods identified on metal buildings installed in the continental United States, Canada and Hawaii.

TERMS

Although it is recognized by CORLE that most coatings, including TRINAR®, 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, CORLE 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 forty year period following field installation, 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 the latitude:

1. TRINAR® will not peel, crack, check or flake to an extent that is apparent on ordinary outdoor visual observation; and
2. Vertical installations of TRINAR® will not change color more than five (5) NBS (Hunter) units, and non-vertical installations will not change 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 of TRINAR® will not chalk more than a number 8 rating and non-vertical installations will not chalk more than a number 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:

- a. TRINAR® which is applied to other than first quality aluminum, Galvalume, Galfan, or galvanized steel.
- b. TRINAR® which is not applied in accordance with the CORLE Product Data Sheet (including galvanizing and pretreatment in accordance with the specifications and recommendations of the pretreatment manufacturer) and in accordance with good practice in the coil coating industry.
- c. TRINAR® which has suffered scratching or abrasion or impact by a hard object; has been abused, altered, modified, used in a manner not originally intended or stored contrary to instructions of CORLE, or the coil coater, or in accordance with good industry practice; is damaged due to moisture entrapment in coils and/or bundles during transit or storage; is stored or installed in a way which allows standing water on the coating or in any chemically aggressive environment containing fumes, ash, cement dust, carbon black, salts or other chemicals, whether naturally occurring or caused by man; is stored or installed in an environment that includes a high degree of humidity, sand, dirt, or grease, whether naturally occurring or caused by man; is 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; has suffered any damage caused by acts of God, radiation, falling objects, explosion, fire, riots, civil commotions, act of war or other external forces;

TRINAR® Limited Warranty, F.O. # _____, continued.

- d. TRINAR® which suffers from improper forming, fabrication, or embossing; cut edge exposure; 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, including any failure or deficiency in the cleaning process or pretreatment;
- e. TRINAR® which is not coated on metal within six months after shipment from CORLE, unless otherwise agreed to in writing by CORLE;
- f. TRINAR® which is installed within 1000 meters of a salt water or other marine environment;
- g. TRINAR® topcoats which are not applied as a complete CORLE, i.e., TRINAR® topcoat applied onto metal which has been primed with an approved CORLE primer on both sides of the metal sheet, and which has been coated with an CORLE Backer Coating on the reverse side.

CONDITIONS PRECEDENT

The following are additional conditions precedent to the application of this limited warranty:

- 1. Each batch of TRINAR® must be checked by the coil coater prior to use to assure conformance to its own fabrication requirements;
- 2. It is CORLE's responsibility of familiarize the coil coaters, which apply TRINAR® to metal on its behalf, with the terms and conditions of this limited warranty, and to require that each coil coater send to CORLE two (2) representative samples (each 12" x 12") of metal coated with each batch of TRINAR® (as identified by batch number) promptly following its coating. These samples must identify the number of the coil, the date of coating, the TRINAR® batch number applied, and the name of that party who will fabricate the coil into metal building components. CORLE must also maintain records for 32 years that will identify the master coil number for each building erected in the field, which shall be available to CORLE on request; and
- 3. The Customer shall advise CORLE in writing of any claimed violation of this limited warranty within 30 days of receiving notice thereof, and CORLE must promptly be afforded an opportunity to inspect the installation.

REMEDY

In the event of a claim under this limited warranty, the Customer must demonstrate to CORLE's satisfaction that the failure was due to a breach of this limited warranty. The Customer has the responsibility to supply a video and/or photograph of the claimed defective TRINAR® for CORLE'S inspection. CORLE will determine, with reasonable promptness, whether to honor such a warranty claim, and may, at its discretion, choose to remediate said claim on that basis, or to inspect the structure on which the claim is made. In the event that CORLE honors the claim CORLE will bear the full cost of labor and material to replace or refinish the defective portion of the field installation. The decision whether to replace or refinish to remedy an honored claim will be made at the sole discretion of CORLE. Any refinishing of the defective portion shall be done in accordance with standard industry practice to provide a uniform appearance with the remainder of the installation.

If CORLE honors such warranty claim, CORLE typically will arrange for replacement or refinishing at its own expense. Any replacement or refinishing arranged by CORLE, or arranged by Customer at CORLE's approval set forth below, shall be covered by and subject to the terms and conditions of this warranty. The replaced or refinished portion shall be deemed to have been coated and the date of the original coating and the duration of this warranty shall not be extended beyond that of the original factory-applied finish. Should the Customer prefer to make its own arrangements, Customer must provide CORLE with at least two competitive bids for refinishing or replacement, as elected by CORLE. CORLE reserves the right to reject those bids and to arrange for repair or refinishing at its own expense. Should CORLE authorize the Customer to proceed under one of the bids, CORLE will pay the Customer its share of the approved bid price.

The Customer may elect to obtain a cash settlement from CORLE in lieu of the remedies set forth above. Should the Customer elect to receive a cash settlement, any replacement or refinishing of the defective portion of the field installation arrange by the Customer will not be covered by this warranty. CORLE will pay the Customer the settlement amount agreed between CORLE upon receipt from the Customer of a full and final written release of CORLE from any further liability for the defective portion of the field installation.

EXCLUSION OF OTHER WARRANTIES

THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND WHETHER WRITTEN OR ORAL. Correction of non-conformities in the manner and for the period of time provided herein shall constitute fulfillment of all liabilities of CORLE to the Customer with respect to or arising out of the goods whether based on contract, negligence, strict liability in tort, or otherwise.

TRINAR® Limited Warranty, F.O. # _____, continued.

LIMITATION OF LIABILITY

CORLE SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, such as but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims of customers of Purchaser for business or service interruptions. THE REMEDIES OF CUSTOMER SET FORTH HEREIN ARE EXCLUSIVE.

OTHER TERMS

CORLE may cancel this warranty on thirty (30) days written notice to Customer except with respect to metal already coated with TRINAR® under this warranty. This warranty does not apply to any goods sold prior to the date this document is signed. Customer agrees that its use of TRINAR® is made in reliance upon this warranty and not upon any other written or oral representation of CORLE. This limited warranty cancels and supersedes any other warranty or statement of performance made in the past or in the future by CORLE unless such statement is made in writing as an express amendment of this document.

In any instance or series of instances, the determination of CORLE not to exercise any option hereunder or not to require compliance with any term or condition hereof shall not constitute a waiver of CORLE'S rights to exercise all options and to require compliance with all terms and conditions hereof on all occasions prior and subsequent to such instance or instances, and no such determination or series of determinations by CORLE shall constitute an alteration of the rights and liabilities of CORLE as otherwise set forth herein.

The limited warranty is issued only to _____ and shall become effective only upon the execution hereof by both CORLE and Customer. It is not transferable or assignable to any other party. As an inducement for CORLE to make this limited warranty, customer also agrees that it will not itself warrant the performance of products coated with TRINAR® to any party more commercially remote than the original owners of metal buildings constructed with the product. It is likewise agreed that this limited warranty does not apply to any TRINAR® failure or defect that occurs after the sale or transfer of a metal building constructed of TRINAR® coated product by its original owner.

The rights and obligations of the parties hereunder shall not be governed by the provisions of the UN convention on contracts for the International Sale of Goods; rather, these rights and obligations shall be governed by the State of Pennsylvania, USA. Any controversy or claim arising out of or relating to this contract shall be determined by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be three. The place of Arbitration shall be Imler, Pennsylvania, USA. The language of the arbitration shall be English.

THIS WARRANTY IS NOT VALID UNLESS SIGNED AND DATED BY AN OFFICER OF CORLE BUILDING SYSTEMS, INC.

_____	_____	_____
Signature	Title	Date

CORLE TRINAR® LIMITED WARRANTY ASSIGNMENT

The undersigned hereby assigns all rights, title, and interest in and under the foregoing Warranty to the following named purchaser, which assignment may not be transferred.

_____	_____	_____
Corle Builder	Address	City, State Zip
_____	_____	
Purchaser	Building Location	
_____	_____	_____
Corle Builder Authorized Signature	Date Shipped	Date of Assignment