



25 YEAR PVDF (POLYVINYLIDENE DIFLUORIDE) PAINT SYSTEM INSULATED PANEL WARRANTY (HE40A ONLY)

Nucor Building Systems ("NBS") hereby warrant to Original Owner named below that its PVDF system will perform as follows: (Non-standard Nucor/custom colors are excluded from this warranty unless otherwise agreed upon in writing)

CHALK RATING

1. Will not chalk for a period of twenty-five (25) years from date of shipment on sidewall or roof panels in excess of a numerical rating of 8 when measured in accordance with the procedure specified in ASTM-D4214-98.

FADE RATING

1. Will not fade for a period of twenty-five (25) years from date of shipment on sidewall in excess of 5ΔE (Hunter) units when tested in accordance with the procedure outlined in ASTM-D-2244-02.
2. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils, dirt, chalk, oxidized film, oil, grease or other foreign contaminants. It is understood that fading may not be uniform if the surfaces are not equally exposed to the sun and elements.

NBS warrants to Original Owner named below that its Nucor PVDF Paint system will not crack, check, blister, peel, flake, or chip for a period of twenty-five (25) years. Cracks or cracking is defined as breaks in the flat coating as opposed to cracking or breaks in the film caused by metal forming which is accepted as standard.

If the PVDF system finishes on any panel fail to meet the above warranty, NBS will:

1. repaint or make available, on site, any such panels showing such failure, or
2. otherwise restore such panels to the satisfaction of the Original Building Owner, and will assume the full cost of materials, EXW Loaded, required for such repainting, replacement, or restoration. In no event shall NBS be liable for any incidental, special, punitive, or consequential damages.

It will be at the discretion of NBS what measures shall be taken (i.e. whether such panels will be repainted, replaced, or otherwise treated) to provide suitable repair or restoration of any failure.

This warranty applies only to panels erected in the Continental United States, Alaska, Canada and Mexico (Hawaii and Caribbean excluded) and which have been exposed to normal weather and atmospheric conditions, is limited to the aforementioned defects or failures, and does not apply to defects or failures caused by acts of God, falling objects, incorrect erection techniques, external forces, explosions, fire, riots, civil commotions, acts of war, radiation or harmful gases or fumes, excessive salt atmospheres, chemicals and foreign substances (i.e. abnormal quantities of sand or dirt particles) in the air or atmosphere, and regardless of roof or sidewall pitch, installation and storage must provide for proper drainage so as not to hold any water of condensation. Improper use of cutting blades or hot saws that expose the panels to debris shall void the warranty. This warranty does not apply to panels exposed to conditions that may diminish the life of the panels such as water runoff from existing structures, condensation unit runoff, or pipes and the like that introduce irritants to the panels.

THE SELLER MAKES NO GUARANTEE, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR ANY PURPOSE AND MERCHANTABILITY BEYOND THE FACE HEREOF WITH RESPECT TO ITS PVDF SYSTEM, AND SHALL HAVE NO LIABILITY WITH RESPECT THERETO EXCEPT TO REPAINT, REPLACE, OR RESTORE PANELS FAILING TO MEET THE PRIOR MENTIONED GUARANTEE AS HEREINAFTER CONDITIONED AND LIMITED.

In the event of failure of PVDF system finished panels, NBS must be notified in writing concerning the failure within thirty (30) days after the failure is called to the Original Owner's attention. NBS shall upon notification, inspect such failure.

If it is determined that the failure is covered by the warranty, it will be NBS's responsibility to obtain two or more competitive bids for repainting, replacing, or otherwise restoring the panels showing failure to the satisfaction of the Original Owner; whichever method is at the discretion of NBS, most appropriate to remedy the failure. Labor for replacement panels shall be covered by the Purchaser.

Panels repainted, replaced, or otherwise restored hereunder shall be warranted to the same extent, and to the same expiration date, as the original defective material repainted, replaced, or restored hereunder.

NBS reserves the right to reject such bids, and may obtain additional bids for remedying the failure, as required herein. In the case of repainting, NBS also reserves the right to reject the repainted materials to be used.

Upon acceptance of any such bid, NBS will authorize the Original Owner in writing to proceed with the required corrective work, and upon receipt of satisfactory proof of its expenses and a full and complete written release from Original Owner of any and all further claims against NBS under this warranty arising from such failure, NBS will pay Original Owner's authorized costs of materials.

This warranty is the full and complete agreement of the parties and shall not be modified, altered, or extended except in writing signed by a duly authorized representative of Nucor Building Systems.

This warranty shall be deemed to have become effective on the shipment date and will apply to PVDF system materials, as defined herein, shipped on or after such date.

Nucor shall not have any obligation under any warranty or guarantee until all bills for material, installation and erection of said building and component thereof and labor and other work performed by the Purchaser have been paid in full by the Owner.

Builder has certified that Nucor panels were stored and installed in accordance with Nucor instructions. In the event Panels were not stored and installed in accordance with Nucor instructions, the Builder and/or those responsible for installation assume all liabilities to the Owner.

Preventative Maintenance Manual: Your building will occasionally need attention to maintain current aesthetic appeal, warranty coverage, weathertightness and proper working order of accessory items. Nucor Building Systems has made available a Preventative Maintenance Manual for you, the end owner. The purpose of the manual is to assist in your efforts in maintaining and protecting your new building. You can access and print the Preventative Maintenance Manual by going to our website (www.nucorbuildingsystems.com).