PRODUCT WORKMANSHIP WARRANTY

FALK PANEL ORDER NUMBER	
SHIPMENT DATE	
PROJECT NAME	
PROJECT LOCATION	

FALK Panel, LLC ("Manufacturer") warrants to the original building owner (the "Owner") that the insulated metal panels for a period of two (2) years from the date of shipment shall be free from of defects in workmanship, subject to the limitations, terms, conditions, and exclusions set forth herein. If any panels fail to comply with the limited warranty specifications set forth above, Manufacturer agrees to repair or replace such panels, at its sole cost and expense. Manufacturer shall have the sole option of repairing or replacing the panels and may contract for such work. Any repaired or replaced panel shall be covered by this limited warranty, but only for the remainder of the period applicable to the panel originally purchased. Manufacturer's liability under this warranty shall be limited to the cost of labor and materials reasonably necessary to repair or replace the panels that do not meet the above specifications. Manufacturer reserves the right to select the best course of remediation and reserves the right to either perform the necessary repair itself or select an independent contractor to perform the necessary repair or replacement of materials.

All claims filed under this warranty must be presented in writing by the Owner to Manufacturer during the warranty period and not more than thirty (30) days after discovery by the Owner of the problem for which the claim is made. All claims must reference Manufacturer's invoice number and be either hand delivered or sent by registered or certified mail to 1782 Northridge Dr NW, Walker, MI 49544.

TERMS AND CONDITIONS

In addition to the above and foregoing provisions, this limited warranty is subject to the following conditions, terms, limitations, and exclusions:

A. This warranty is limited to the original owner of the building and will automatically terminate and become void upon the sale, transfer, or conveyance (except to secure debt) of the products of the building or property on which the products are erected.
B. This warranty applies only to the above-described products of Manufacturer and does not cover any other materials obtained from other sources or not engineered and manufactured by Manufacturer.
C. This warranty shall be valid and apply to products only if the products are erected and installed strictly in accordance with Manufacturer design plans and specifications; all applicable erection standards and procedures regularly published by the Metal Building Manufacturer's Association; and current erection manuals regularly issued by Manufacturer. Any modification, deviation, or variation from the specified materials, products or specified erection procedures shall hereby void the warranty.
D. This warranty is applicable only to product damage or failure caused by "normal atmospheric exposure" which term excludes corrosive or aggressive atmospheric conditions such as, but not limited to, those contaminated with chemical or marine (salt water) atmospheres. If the products are erected in an area which is originally a "normal atmospheric

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exposure" but the environment subsequently changes to one that is not a "normal" atmosphere (e.g., the construction of a chemical plant nearby), this warranty will then be void.

E. This warranty is limited to products of Manufacturer which are sold and erected within the continental United States of America, Alaska, Canada, and Mexico.

F. This warranty shall not apply to any structural or panel failure attributable to engineering design caused by incorrect, inadequate, or erroneous design information transmitted to Manufacturer, by or through the Owner, contractor or their respective design representative.

G. This warranty does not cover defects or damage to the textured finish caused by handling, shipping, transit, processing, storage, or installation practice.

H. This warranty will not cover any cosmetic imperfections that may appear after the installation of the materials, not limited to, but including oil canning or other cosmetic imperfections.

I. Gas bubbles (blisters) are sporadic and industry-wide cosmetic imperfections that occasionally occur in insulated metal panels after installation. Each case is unique and will be evaluated individually by the Manufacturer to determine whether it constitutes a cosmetic imperfection not covered by warranty or a delamination of the panel, which is covered by this warranty. Manufacturer reserves the right to select the best remedy for each warranty claim, whether it be repair or replacement of materials.

J. If there is any failure caused by acts of God, vandalism, abuse, damage from accidental causes or negligence by any person, thermal movement, structural movement, structural failure, engineering or design deficiencies or any other cause beyond the control of Manufacturer.

K. If Owner fails to comply with every term and/or condition stated in this warranty.

L. This warranty will not be effective and binding on Manufacturer until payment in full for the panels has been received by Manufacturer.

WARRANTY DISCLAIMER

This limited warranty is in lieu of all other warranties (save and except any express written warranties issued by Manufacturer and signed by an officer of Manufacturer for a specific wall system), whether express, implied, or statutory, and all other liabilities (contract, tort or otherwise, including negligence). Except as otherwise expressly stated herein, there is no warranty, representation or condition of any kind and any warranty, express or implied, is hereby excluded and disclaimed including the implied warranties of merchantability and of fitness for a particular purpose. Notwithstanding anything else contained herein to the contrary, it is expressly understood and agreed that Manufacturer's liability and Owner's sole remedy (including any subsequent purchasers), whether in contract, under any warranty, in tort (including negligence), in strict liability or otherwise shall not exceed the lesser of the return of the amount of the original purchase price paid by Owner or the cost of repairing materials. Under no circumstances shall Manufacturer be liable for any special, incidental, liquidated, or consequential damages, including, but not limited to, personal injury, property damage, damage to or loss of equipment, lost profits or revenue, labor costs and expenses, costs of renting replacements and other additional expenses, even if Manufacturer has been advised of the possibility of such damages. The price stated for the goods and materials hereunder is a consideration in limiting Manufacturer's liability and Owner's remedy. Manufacturer will not be liable for any damages, losses, or expenses as a result of Owner's negligence, whether deemed active or passive and whether or not any such negligence is the sole cause of any such damage, loss or expense. It is further understood and agreed that this warranty shall be of no force and effect unless and until Manufacturer is fully paid by Owner of this and any other projects.

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LIMITED COATING FINISH WARRANTY

FALK PANEL ORDER NUMBER	
SHIPMENT DATE	
PROJECT NAME	
PROJECT LOCATION	

FALK Panel, LLC ("Manufacturer") warrants that the finish of the panels, effective from the date of shipment, will perform in accordance with the coating specifications, as specified below, subject to the limitations, terms, conditions, and exclusions set forth herein.

All claims filed under this limited warranty must be presented in writing by the original building owner ("Owner") to Manufacturer during the warranty period and not more than thirty (30) days after Owner knew or reasonably should have known of the problem for which the claim is made. All claims must reference Manufacturer's invoice number and be either hand delivered or sent by registered or certified mail to 1782 Northridge Dr NW, Walker, MI 49544. Manufacturer must be given reasonable opportunity to inspect the panels claimed to be defective, determine responsibility, and determine a solution prior to initiation of any repair or replacement of the panels. Manufacturer will in all instances have the option of determining whether refinishing or replacing shall be utilized to fulfill its warranty obligation.

TERMS AND CONDITIONS

In addition to the above and foregoing provisions, this limited warranty is subject to the following conditions, terms, limitations, and exclusions:

A. This warranty covers the material exposed to normal atmospheric conditions (which term excludes exposure to saltwater/marine atmospheres or corrosive or aggressive atmospheres such as, but not limited to, those contaminated with chemical fumes) in the continental United States, Alaska, Hawaii or Canada, unless Manufacturer agrees otherwise in writing. Notwithstanding the foregoing marine exclusion, Manufacturer provides Coastal coverage to the extent expressly set forth in the applicable coating warranty tables below. This warranty shall not apply where material failure is the result of fire, other accident or casualty, vandalism, salt spray, atomic radiation, harmful fumes or foreign substances in the atmosphere, acts of God, or other such occurrences beyond Manufacturer's control.

B. This warranty will not extend to or cover damages to the material due to improper packaging, shipping, processing, handling (whether pre-erection or during erection), cleaning, storage, erection, or installation (which includes failure to permit drainage of standing water.)

C. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by panel contact with inferior fasteners. Selection of suitable long-lasting fasteners to be used with Manufacturer's extended life panels rests solely with the Owner.

D. The improper use of Manufacturer's approved vendor's seaming equipment or use of seaming equipment obtained from a party other than the Manufacturer's approved vendor shall result in this and all warranties being void.

E. Owner shall exercise diligence in inspection of materials as received from Manufacturer prior to use to mitigate expense involved to Manufacturer under this warranty.

F. This warranty does not apply to the interior or reverse side finish, nor does it extend to pre-painted materials used in interior (not atmospherically exposed) applications.

G. This warranty applies only to the paint film on the material and does not cover in any way any other aspect of the material. If the panel finish fails to perform as indicated under the terms of performance outlined below, Manufacturer shall have no liability with respect thereto except, at its sole option to repaint or restore the failed material, which shall be the Owner's sole and exclusive remedy. In no event, however, shall Manufacturer's responsibility extend to any consequential damages, or for any special, indirect, or consequential loss of profits or any other incidental, general, special, or compensatory damages to anyone

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because such panels may have been nonconforming. In all cases Manufacturer reserves the right to approve and negotiate the contract for such repainting or restoring. The warranty on any repainted or restored coated material supplied hereunder shall be for the unexpired portion of the warranty period applicable to the original coated material.

H. No terms or conditions other than those stated herein and no agreement or understanding, oral or written in any way purporting to modify this warranty shall be binding on Manufacturer unless made in writing and signed by an authorized representative of Manufacturer.

I. This warranty shall not become effective, and Manufacturer shall not have any obligation under any warranty until all invoices issued by Manufacturer, and Manufacturer's customer, have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.

J. This warranty shall extend to the original building owner and is non-assignable and/or non-transferable. Should the owner become insolvent, bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practices, this warranty shall become null and void and of no legal effect.

K. Any party seeking to enforce claims under this warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this warranty shall be governed by and construed in accordance with the laws of the State of Michigan, (ii) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Michigan, (iii) this warranty is capable of being performed in Michigan, (iv) it irrevocably submits itself to the jurisdiction of the state and federal courts in Michigan, (v) service of process may be made upon it in any legal proceeding in connection with this warranty or any other agreement as provided by Michigan law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum, and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by certified mail, return receipt requested, postage prepaid, and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into this warranty. Each party warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

L. Notwithstanding the foregoing, the warranty coverage provided above by Manufacturer shall be expressly limited to and shall include only such warranty coverage on coatings applied to Manufacturer's panel materials by the original supplier(s) thereof. Any and all such warranty coverage available from Manufacturer shall apply only to the same extent that such warranty coverage is available from the original supplier thereof. To the extent that warranty coverage from such supplier(s) is unavailable for any reason whatsoever, Manufacturer shall not have any further liability to Owner or any other party.

DISCLAIMER: THERE ARE NO OTHER GUARANTEES OR WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION AS STATED HEREIN INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FALK PANEL SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES SUCH AS DAMAGES TO THE CONTENTS OR FURNISHINGS OF ANY BUILDING OR ANY LOSS OF ANY KIND WHATSOEVER. MANUFACTURER'S TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE COST OF THE AMOUNT OF THE MATERIALS, EXPRESSLY EXCLUDING LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND ANY OTHER ADDITIONAL EXPENSES. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO,

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PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MANUFACTURER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF OWNER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE.

COLORCOAT HPS200 ULTRA® COATINGS

Manufacturer is pleased to offer the following limited warranty on our Colorcoat HPS200 Ultra® coatings. This warranty applies if any of the following warranty conditions occurs during the time period specified in the below warranty table in years: Colorcoat HPS200 Ultra® coating will provide resistance against perforation due to weathering from the date of shipment. Tata Steel Colors will support the performance of Colorcoat HPS200 Ultra® pre-finished steel, profiled by Manufacturer for the duration as outlined in the chart below. At the end of the period, for any single panel (i.e., one wall or one roof slope), not more than 5% or 100 square meters of paint surface, whichever is the lesser area), will be affected by corrosion.

COATING *(Applicable Latitude)*	**INLAND** *(Beyond 1 Mile from the Coastline)*		**COASTAL** *(Within 1 Mile from the Coastline)*	
	WALLS	**ROOFS**	**WALLS**	**ROOFS**
Signature Colors (47°N – 70°N)	30 Years	30 Years	25 Years	20 Years
Signature Colors (37°N - 47°N)	25 Years	20 Years	20 Years	15 Years
Signature Colors (37°S - 37°N)	15 Years	10 Years	10 Years	8 Years
Classic & Matte Colors (47°N – 70°N)	30 Years	20 Years	20 Years	15 Years
Classic & Matte Colors (37°N – 47°N)	20 Years	10 Years	15 Years	10 Years

This warranty is valid for products used for roofing and sidewall coil applications only.

SHERWIN-WILLIAMS FLUROPON 70% PVDF COATINGS

Manufacturer is pleased to offer the following limited warranty on our Fluropon® coil coatings. This warranty applies if any of the following warranty conditions occurs during the time period specified in the below warranty table: (a) Fluropon® exhibits cracking, flaking, or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Minute fracturing, which may occur in the proper fabrication of the building parts, is not a covered warranty condition. Failure due to substrate corrosion is not a covered warranty condition; (b) Fluropon® chalks in excess of ASTM D-4214 method A number 8 rating when properly maintained as described herein; (c) Fluropon® changes color to more than five (5.0) Hunter delta-E units as determined by ASTM method D-2244. A color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and Sherwin-Williams does not warrant that color changes will be uniform.

Product	**Product Film Integrity Warranty** (Item A) (Years from Date of Coating Application)	**Standard Colors Color Change Warranty** (Item B) (Years from Date of Installation of Coated Panels)	**Chalking Warranty** (Item C) (Years from Date of Installation of Coated Panels)

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Fluropon®	35 years	30 years	30 years
Fluropon® Extreme (Hard coat)	35 years	30 years	30 years
Fluropon® Premiere (Requires clear coat)	20 years	20 years	30 years
Fluropon® Classic (Requires clear coat - Metallic)	20 years	20 years	30 years
Fluropon® Classic II (Mica)	20 years	20 years	30 years

This warranty is valid for products used for roofing and sidewall coil applications only.

SHERWIN-WILLIAMS FLUROTHANE COASTAL 70% PVDF COATINGS

Manufacturer is pleased to offer the following limited warranty on Flurothane® coil coatings. This warranty applies if any of the following warranty conditions occur within 20 years from the date of the application of the paint: (a) Flurothane® exhibits cracking, flaking, or peeling (loss of adhesion) to an extent that is readily apparent upon ordinary outdoor visual observation. Notwithstanding the foregoing, any failure of the coating resulting from or attributable to corrosion of the underlying substrate shall not constitute a covered Warranty Condition; (b) during the Warranty Period, and provided that the coating system has been properly maintained in accordance with the maintenance requirements set forth herein, Warrantor warrants that the coating system shall not chalk in excess of a No. 8 rating as determined in accordance with ASTM D4214, Method A; (c) during the Warranty Period, Warrantor warrants that the coating shall not exhibit a color change in excess of five (5.0) Hunter ΔE units as determined in accordance with ASTM D2244. Color change shall be determined by comparing measurements taken on an exposed painted surface, after such surface has been cleaned of surface soils and chalk, against corresponding measurements taken on the original or an unexposed painted surface. Color change may not be uniform on surfaces that are not equally exposed to sunlight and the elements, and Warrantor makes no warranty, express or implied, that any color change will be uniform.

This Flurothane Coastal warranty shall be null and void, and Warrantor shall have no obligation hereunder, if the panels are stored, handled, or installed in or on any agricultural structure or environment in which the panels are, or may reasonably be expected to be, exposed to animals, animal waste, or the by-products thereof.

Such structures and environments include, without limitation:

(a) livestock confinement buildings, including barns, stables, horse arenas, and dairy, beef, swine, sheep, or goat facilities;

(b) poultry houses, including broiler, layer, and turkey facilities;

(c) feedlots, holding pens, milking parlors, and sale or auction barns;

(d) manure storage structures, pits, lagoons, compost facilities, and areas used for manure handling or spreading;

(e) structures storing or exposed to animal bedding, feed, silage, fertilizer, or other agricultural materials that generate ammonia or other corrosive vapors or gases; and

(f) any structure where animals have direct physical contact with the panels, including animals rubbing against, licking, chewing, or kicking wall or liner panels.

SHERWIN-WILLIAMS WEATHERXL SILICONIZED POLYESTER COATINGS (SMP)

Manufacturer is pleased to offer the following warranty on our WeatherXL Siliconized Polyester coil coatings. This Warranty applies if any of the following warranty conditions occur: (a) within 40 years from the date of

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application of the paint, WeatherXL exhibits cracking, flaking, or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Minute fracturing, which may occur in the proper fabrication of the building parts, is not a covered warranty condition. Failure due to substrate corrosion is not a covered warranty condition; (b) within 30 years from the date of installation of the panels, WeatherXL: (i.) Chalks more than ASTM D-4214 method A number six (6) rating on horizontally installed (roofing) panels and a number eight (8) rating on vertically installed (sidewall) panels, when properly maintained as described herein, and (ii.) Changes the color of more than seven (7.0) Hunter delta-E units on horizontally installed (roofing) panels and five (5.0) Hunter delta-E units on vertically installed (sidewall) panels as determined by ASTM method D-2244. A color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and Sherwin-Williams does not warrant that color changes will be uniform.

SHERWIN-WILLIAMS POLYESTER COATINGS (PE)

Manufacturer is pleased to offer the following Warranty on our Polyester coil coatings. This warranty applies if any of the following warranty conditions occur: (a) within 20 years from the date of application of the paint, polyester exhibits cracking, flaking, or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Minute fracturing, which may occur in the proper fabrication of the building parts, is not a covered warranty condition. Failure due to substrate corrosion is not a covered warranty condition; (b) from the date of installation of the panels, Polyester chalks in excess of ASTM D-4214 method A number six (6) rating on horizontally installed (roofing) panels within five (5) years and a number eight (8) rating on vertically installed (sidewall) panels within ten (10) years, when properly maintained as described herein, and changes color more than seven (7.0) Hunter delta-E units on horizontally installed (roofing) panels within five (5) years and five (5.0) Hunter delta-E units on vertically installed (sidewall) panels within ten (10) years as determined by ASTM method D-2244. A color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and Sherwin-Williams does not warrant that color changes will be uniform.

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