

# CERTIFICATE OF GUARANTEE

<b>Issue Date:</b>	XXXX
<b>Project Name:</b>	XXXX
<b>Project Location:</b>	XXXX
<b>Roof   Wall System:</b>	XXXX
<b>Exterior Coating:</b>	XXXX
<b>Interior Coating:</b>	XXXX
<b>Production Date:</b>	XXXX
<b>Falk Project Number:</b>	XXXX
<b>Exterior Coil ID:</b>	XXXX
<b>Guarantee Number:</b>	XXXX

---

## PRODUCT GUARANTEE

FALK Panel offers a guarantee of two years from the date of delivery for each panel and parts affixed thereto (the "Panel") it produces and supplies to the above customer or original owner of the Panel if different than the customer. This guarantee covers the following functional features: Product insulation, dimensional stability, and material quality. FALK Panel does not offer a guarantee or warranty on interior finishes or non-supplied attachments to the Panel. This certificate of guarantee is nontransferable and shall be for the sole benefit of the original customer or owner who purchases the Panel from FALK Panel. This written guarantee represents the full, complete, and final agreement of the parties and supersedes all prior guarantees or agreements relating to guarantees, or related negotiations between the parties. This guarantee cannot be modified, altered, or extended without express written consent, signed by a duly authorized officer or employee of FALK Panel. *Disclaimer of implied guarantees and warranties.* EXCEPT FOR THE EXPRESS GUARANTEES SET FORTH HEREIN, FALK PANEL MAKES NO GUARANTEE OR WARRANTY WHATSOEVER REGARDING THE PANELS, INCLUDING ANY (1) WARRANTY OF MERCHANTABILITY; OR (2) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Additional guarantees and warranties are available for paint and coating systems in addition to the guarantee provided herein. Contact your sales representative for further information. The information in this document is effective when provided to the customer or owner of the panel. Because FALK Panel products and policies may improve or change in the future, FALK Panel reserves the right to make modifications to this guarantee without notice. Important note, the sales conditions as well as this certificate of guarantee have been drawn up in the English language.

## GUARANTEE CONDITIONS

- This certificate of guarantee applies to panels erected solely in the continental United States, Alaska, and Canada. This guarantee specifically excludes Hawaii and Mexico and any other Country not identified above.
- Handling, storage, technical details, and installation must be carried out in accordance with FALK Panel LLC instructions. These instructions are available upon request. The guarantee provided for herein does not apply to Panels installed improperly and not in compliance with the FALK Panel instructions, Panels subjected to abuse, misuse, neglect, negligence, accident, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to the instructions issued FALK Panel.
- It is the responsibility of the Panel owner to maintain the building and Panel affixed thereto in good order, and to prevent damage by equipment, intentional damage, negligence, or waste.



- Accumulated dirt and grim should be washed off the Panels at regular intervals. FALK Panel recommends yearly. Continuous long-term ponding of water, continuous emersion, or waterlogging damaging the Panel will void the guarantee provided herein.
- Any defects must be reported to FALK Panel in writing within 30 days of discovery.
- Dimensions, tolerances, and other relevant items for the Panels follow the ATSM standards.
- In case of a legitimate and justified claim, FALK Panel, in its sole discretion shall determine whether the Panel is to be repaired or replaced. The choice of materials to be used or working methods to repair or replace the Panel is the sole responsibility of FALK Panel.
- Repair or replacement costs shall not exceed the original invoiced amount per square foot of the original Panel purchased by the customer or owner.
- If Panels need to be replaced, within the original warranty period, the replacement panel will come with a two-year warranty.
- If Panels need to be replaced because of product defects or damage, after two years from the date of purchase, the warranty recipient shall be fully responsible for the replacement cost of the panel.
- The guarantee provided herein is only valid after all invoices related to the supplied Panels are paid in full. In the event customer or owner fail to pay for the Panels in full at the time invoiced, the guarantee provided herein is void.

## EXCLUSIONS

- Damage to a Panel due to mechanical or chemical exposure and elements, abnormal environmental conditions, hail, fire, war, riot, falling objects, vandalism, natural disaster, lightning, or any other unforeseen circumstances are excluded and void the guarantee provided for herein.
- Any damage to the Panels caused during storage, transport, or installation, is excluded.
- Damage to the Panels due to incorrect installation, handling, or treatment is excluded. Panels that are damaged or blistered by rain or water entering the uncovered cut ends are also excluded. Cut ends of all panels must be immediately protected from the elements by means of flashings or other waterproof barriers.
- Damage to the Panels caused by Panels being installed in improperly ventilated areas, or in areas deemed inappropriate for insulated metal panel use by FALK Panel is excluded.
- Any defects in the Panels caused by exposure to continuous high temperatures, other than heat due to solar radiation, are excluded from this guarantee. Continuous surface temperatures exceeding 180 degrees Fahrenheit are not covered by this guarantee.
- If Panels with known defects are installed, the guarantee herein is null and void.
- If damaged Panels need to be replaced or repaired, FALK Panel will only be held responsible for replacement or the repair cost of those Panels.
- FALK Panel will not be responsible for replacing building accessories like skylights, electrical installations, solar panels, etc. in a building if a panel requires repair or replacement.
- Any damage attributed to panels being altered without prior authorization from FALK Panel is not covered by this guarantee. This includes, but is not limited to add-ons, fixtures, or utilities placed against or attached to the Panels, installation of signage, vents, or other breaches or cutting of the Panel, including, address numbers, mailboxes, skylights, solar panels, HVAC units, plumbing vents, electrical service, or ventilators.
- This guarantee does not cover damage that results from projectile damage from lawn or snow removal equipment, falling objects, recreational activities, or contact with panels from material storage of any kind.
- Damage to a Panel due to corrosion is not covered by this guarantee. This includes corrosion caused by drainage, leaking or overflowing gutters and downspouts, leaks from rooftop units or equipment, salt (marine) or atmospheric contaminants, and unusual or harsh contaminants that are generated within the building, including moisture due to inadequate or improper ventilation. Even if contaminants are identified or in existence at the time of installation of the Panels, FALK Panel shall be under no obligation by the terms of this guarantee and warranty.

## OTHER

- This guarantee is voided if any repair work to a Panel is carried out by a third-party contractor, without the prior written consent of FALK Panel.
- The product owner acknowledges FALK Panel is responsible for the execution of this guarantee.



- FALK Panel is not responsible for any incidental or consequential damages or losses arising from the use or damage of a Panel or any claims arising under this guarantee.
- The exclusive remedy to the customer or owner of the panel is to have FALK Panel repair or replace a damaged panel under this guarantee.
- The sales conditions from FALK Panel apply to all deliveries.
- Oil canning and imperfections are not valid reasons for a rejection or a claim under this guarantee.
- This guarantee does not cover damages or events where Panels have been removed from their original location and re-installed in a secondary location.

**COATINGS**

**Colorcoat HPS200 Ultra® Coatings**

Falk Panel 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 attached Warranty Table in years: a. Colorcoat HPS200 Ultra® coating will provide resistance against perforation due to weathering for the period stated above from the date of erection. Tata Steel Colors will support the performance of Colorcoat HPS200 Ultra® pre-finished steel, profiled by Falk Panel for the duration as outlined in the chart below. At the end of the period, for any single plane i.e. one wall or one roof slope, note more than 5% or 100 square meters of paint surface, whichever is the lesser area, will be affected by corrosion.

Coating	Inland		Coastal	
	Beyond 1 mile from the coastline		Within 1 mile of coastline	
	Walls	Roofs	Walls	Roofs
Signature Colors 47oN - 70oN	30	30	25	20
Signature Colors 37oN - 47oN	25	20	20	15
Signature Colors 37oS - 37oN	15	10	10	8
Classic & Matt Colors 47oN - 70oN	30	20	20	15
Classic & Matt Colors 37oN - 47oN	20	10	15	10

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

**Sherwin-Williams Fluoropon 70% PVDF Coatings**

Falk Panel is pleased to offer THE FOLLOWING Limited Warranty on our Fluoropon® coil coatings. 1. This Warranty applies if any of the following Warranty Conditions occurs during the time period specified in the attached Warranty Table: a. Fluoropon® 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. Fluoropon® chalks in excess of ASTM D-4214 method A number 8 rating when properly maintained as described herein. c. Fluoropon® 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.



<b>Product</b>	<b>Product Film integrity Warranty (Section 1a) (Years From Date of Coating Application)</b>	<b>Standard Colors Color Change Warranty (Section 1c) (Years From Date of Installation of Coated Panels)</b>	<b>Chalking Warranty (Section 1b) (Years From Date of Installation of Coated Panels)</b>
Fluropon®	35	30	30
Fluropon® Extreme (Hardcoat)	35	30	30
Fluropon® Premiere (requires clear coat)	20	20	20
Fluropon® Classic (requires clear coat - Metallic)	20	20	20
Fluropon® Classic II (Mica)	20	20	20

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

**Sherwin-Williams WeatherXL Siliconized Polyester Coatings**

Falk Panel is pleased to offer THE FOLLOWING Limited Warranty on our WeatherXL Siliconized Polyester coil coatings. 1. This Warranty applies if any of the following Warranty Conditions occur: a. Within 40 years from the date of 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 Coating Guarantee**

Falk Panel is pleased to offer THE FOLLOWING Limited Warranty on our Polyester coil coatings. 1. 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: i. 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 ii. 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 with 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.

Please contact Falk Panel customer service or your area sales manager to request copies of the coating suppliers' warranty terms, conditions, limitations, and exclusions.