

Premium SMP Coil Coating 40 – Year Limited Warranty

Yung Chi Paint and Varnish Mfg. Co. Ltd. (YCP) and Continental Coatings Inc. (CCI), are pleased to extend this forty (40) year limited warranty agreement for their **Premium SMP Coil Coating** system supplied and marketed globally under the YCP (Yung Chi Taiwan), Rainbow, and Continental Coatings **Rb3** brand names to the herein named metal building component manufacturer:

“Manufacturer”

The YCP Premium SMP Coil Coating system when factory applied with primer and backer over properly cleaned and chemically treated HDG Steel (G-90/G-60), Aluminum/Zinc Coated Steel, Galfan®, and Aluminum per Continental Coatings or Yung Chi Product Data Sheet specifications will meet the following long term warranted performance criteria:

Warranted Performance	Warranty Coverage
A. Coating will not lose adhesion, flake, check, chip or peel. (Coverage excludes slight cracking or crazing that may occur on roll-formed or break press bends during fabrication)	40 Years
B. Fade or change color in excess of five (5) E units when calculated in accordance with ASTM D2244 for vertical installations and seven (7) E units for non-vertical installations. Color change is to be measured by comparing an unexposed retain panel to the exposed painted surface after removal of dirt and oxidation. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to solar radiation and elements.	30 Years
C. Chalk in excess of a numerical rating eight (8) for vertical and six (6) for non-vertical applications when measured in accordance with the standard procedures specified in ASTM D-4214 for a period of 30 years from the date of installation.	30 Years

This warranty is subject to the following conditions and limitations as stated in this agreement herein.

1. The Customer shall maintain for the applicable warranty time period adequate records to establish identification of coating and metal product involved in a warranty claim including: coating batch number, dates of coating application, quality control records, and date of coated metal installation. Customers further agrees to provide access to product for inspection as requested and assist as necessary in product failure analysis and cause identification.
2. CCI's sole liability and responsibility extends only to the direct cost of refinishing or replacing failed coated metal. CCI reserve the right to approve remedy option and qualified refinishing or replacing contractor. Warranty for any refinished or replaced product shall be only for the remainder of the warranty period applicable to the original coated product. In no event shall CCI be liable under any theory of recovery, for any direct, indirect, special, punitive, incidental, or consequential damages in any way resulting from the purchase of a coated product or from any possession or use made of the coated product.
3. Claims under this warranty must be submitted in writing within forty-five (45) days of discovery of the warranted performance failure and CCI requires the opportunity for site failure inspection and investigation. CCI also reserves the right to solely evaluate and determine its obligation under the terms and conditions of this limited warranty.

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4. This limited Warranty is restricted to coating failures resulting from natural weathering and will not cover metal substrate failure or damage or failure of product attributable to:
 - a) Acts of God, falling objects, Fire, Explosions, external forces or any other similar or dissimilar physical damages
 - b) Exposure to aggressive, corrosive, or other harmful fume atmospheric conditions
 - c) Standing water or extended salt spray exposure
 - d) Improper substrate treatment, defective metal or defective metal fabrication and/or installation
 - e) Improper storage or installation that allows contact with animals and/or animal waste
 - f) Improper cleaning or installation maintenance
 - g) Improper storage or installation of product within 1500 meters of seashores.
 - h) Improper packaging, handling, shipping, processing and/ or installation.
5. This warranty covers product made by Continental Coatings Inc. (CCI), Yung Chi Paint and Varnish Mfg. Co. (YCP), and Yung Chi America (YCA) only and furthermore applies only to standard and approved CCI SMP market colors. Special colors and/or exotic matches may not be eligible for full performance warranty coverage.
6. Warranty coverage is only applicable to coating that has been applied to substrate within nine (9) months of shipment from CCI or YCP, unless CCI or YCP inspects coating and agrees in writing to extend the nine (9) month time period. Performance warranties also only applicable to properly applied coating per published Product Data sheets by CCI or YCP pre-approved qualified coater. Furthermore, these performance warranties apply only to product supplied for end use building applications located in the Continental United States, Alaska, and Canada.
7. CCI reserves the right to terminate this agreement at any time upon thirty (30) days prior to notice, except with respect to any product which already has shipped to Customer or coater.
8. Except for stated performance warranty coverage herein, CCI and YCP MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AND IMPLIED WARRRRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, and WITH RESPECT TO ANY OTHER COATING PRODUCT.
9. This limited warranty supersedes any and all other warranties of performance, expressed or implied, by CCI or affiliates. Any modifications, additions, or adjustments made to this warranty must be officially added as a signed written amendment. This limited warranty is nontransferable and non-assignable without written approval and authorization and is extended to Customer alone and may not be modified, extended, or enlarged by any representative of CCI or intermediate salesman or agent.

IN WITNESS WHEREOF, Continental Coatings Inc. and Manufacturer have executed this agreement on this day and year as set forth below

Continental Coatings Inc.

Manufacturer

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Sample Warranty