

## EPIC STEEL CORPORATION

## XT-4Q Super Durable Coatings

40 Year Limited Warranty (Pass-Through from Dura Coat Products, Inc.)

Epic Steel Corporation ("Epic") provides, through Dura Coat Products, Inc. ("Dura Coat"), the following warranty concerning the use of Dura Coat's *XT-40 Super Durable Coating* Systems for roofing and sidewall applications:

- 1. Epic, through Dura Coat, warrants that the *XT-40 Super Durable SMP Coil Coating* Systems, Energy Star approved with cool pigments, including primer and backer, when applied over prime properly cleaned and chemically treated Aluminum, Hot Dipped Galvanized Steel (G-60 minimum), and Aluminum/Zinc coated steel in accordance with Dura Coat's application and product data sheets, will not under normal atmospheric conditions:
  - A. Chip, Crack, Check, or Peel for a period of (40) forty years from date of installation (except for such crazing that may occur on tightly roll-formed edges and brake bends).
  - B. Chalk in excess of a numerical rating of (8) for a period of (30) thirty years from date of installation when measured in accordance with the standard procedures outlined in ASTM D-659 on vertical (sidewall). On horizontal application (roofing), chalk will not exceed a-numerical rating of (6).
  - C. Fade or change color in excess of (5) E units for a period of (30) thirty years from date of installation on vertical (sidewall) and (7) E units for horizontal (roofing) application when calculated in accordance with ASTM D-2244. The color change is to be measured on exposed painted surface cleaned of surface soils and oxidation. In addition, labor costs to re-coat a field failure will be included.
  - D. Coverage is warranted against red rust for a period of ten (10) years, no greater than one half inch from cut edge (1/2 inch) provided that the prime substrate is properly cleaned and treated prior to the application of Dura Coat Products Universal Primer (DC477) and XT-40 Ceranamel Topcoat.
- 2. This warranty is restricted to failures resulting from normal weathering and does not include coating failures caused by scratches, scrapes or any other unnatural damage including improperly formed, fabricated or embossed material. Epic accepts no liability for damages caused by acts of God, radiation, falling objects, explosions, or other external forces beyond Epic's control.
- 3. This warranty excludes failures caused by standing water, and direct exposure to corrosive and aggressive atmospheres including animal waste products. Applications exposed to salt spray or within 1500 feet of the seacoast, must be maintained by washing with fresh water at least biannually and documentation of this maintenance provided upon request.
- 4. Epic's responsibility extends only to the direct cost of refinishing or replacing failed coated substrate. Epic cannot accept liability for loss or damage to other property or equipment, loss of profits or sales, or any other claims relative to standard business interruption, or any other incidental or consequential damages.
- 5. Epic reserves the right to establish whether repainting or replacing material is required and to approve and participate in the negotiation of any subcontracted material replacement, installation, or

- refinishing. After replacement or re-finishing of the repaired area, this area will be considered as installed as of the original installation date for the purpose of the application of this warranty.
- 6. Claims under this warranty must be submitted in writing within fifteen (15) days [or if claims are submitted directly to Dura Coat within forty-five (45) days] of discovery of the warranted performance failure and Epic requires the opportunity for site failure inspection and investigation. Epic also reserves the right to solely evaluate and determine its obligation under the terms and conditions of this limited warranty.
- 7. The company or individual seeking the warranty shall maintain, or have access to, adequate records to identify the coil coater, coil numbers, product identification and date of installation. Coatings shall be applied by approved applicators. In the event of a claim, Epic reserves the right to inspect all records mentioned above.
- 8. This limited warranty supersedes any and all other warranties of performance, expressed or implied. Any modifications, additions, or adjustments made to this warranty must be officially added as a signed written amendment.
- This limited warranty is non-transferable and non-assignable and may not be modified, extended, or enlarged anyone.
- 10. This limited warranty is a pass through warranty by Epic from Dura Coat. To the extent that this limited warranty conflicts with the terms of the limited warranty given to Epic by Dura Coat or an authorized agent of Dura Coat, the terms of the Dura Coat warranty shall govern and control the interpretation and enforcement of this warranty. Epic hereby disclaims all liability with respect to this warranty, provided however that Epic will take reasonable action to assist the actual holder and beneficiary of this warranty in any claim hereunder against Dura Coat. Epic shall not be responsible for nor be required to incur in any manner any costs, fees or expenses in its exercise of such reasonable efforts. Epic shall not be required to directly or indirectly incur or reimburse Buyer for any attorneys' fees or costs of litigation related to any claim made hereunder, even if such claim becomes part or parcel of another claim for which attorneys' fees or costs of litigation may be recovered by Buyer.
- 11. The original Dura Coat warranty will be provided to the holder and beneficiary hereof upon written request to Epic. The holder and beneficiary hereof shall be responsible for notifying Dura Coat in writing of the transfer and assignment of the original warranty pursuant to the appropriate section of the original Dura Coat warranty. Any failure on the part of the holder and beneficiary hereof to notify Dura Coat of such transfer and assignment could nullify and void this warranty as well as the original Dura Coat warranty.

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Buyer/Buyer's Representative	Date	Representative of Epic	Date