

February 9, 2010

CERAM-A-STAR® 1050 LIMITED WARRANTY

AKZO NOBEL COATINGS INC. ("AKZO NOBEL") extends the following limited warranty to BEST BUY METALS ("BEST BUY") concerning sales of CERAM-A-STAR® 1050 by AKZO NOBEL for use in coating coils of metal which will be fabricated by BEST BUY into commercial, industrial and residential building construction products installed in North and South America.

SECTION A: EXACTLY WHICH PRODUCT IS COVERED?

This limited warranty applies only to goods identified on an AKZO NOBEL Product Data Sheet as CERAM-A-STAR® 1050 which are applied to metal after this document is signed by AKZO NOBEL and BEST BUY, in accordance with parameters specified on the AKZO NOBEL Product Data Sheet within six months after shipment from Akzo Nobel.

SECTION B: HOW WILL THE COVERED CERAM-A-STAR® 1050 WEATHER?

Although it is recognized by AKZO NOBEL and BEST BUY that most coatings, including CERAM-A-STAR® 1050, will fade and change appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, AKZO NOBEL warrants that the CERAM-A-STAR® 1050 covered by this warranty will conform to the performance standards listed below. Items #1 through #3 below apply to metal buildings and similar structures installed north of the 15th parallel in the northern hemisphere, or south of the 15th parallel in the southern hemisphere. Only item #1 applies to metal buildings and similar structures installed between these latitudes:

1. For forty (40) years, CERAM-A-STAR® 1050 will not peel, flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation. NOTE: Slight crazing or cracking may occur on roll-formed edges or break bends at the time of forming, and is considered as standard—such crazing or cracking shall not constitute a basis for complaint under this limited warranty; and
2. For thirty (30) years, sidewall panels of CERAM-A-STAR® 1050 will not change color more than five (5) ΔE (delta E) Hunter units and roof panels will not change more than seven (7) ΔE (delta E) Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964; and
3. For thirty (30) years, sidewall panels of CERAM-A-STAR® 1050 will not chalk more than a number eight (8) rating and roof panels will not chalk more than a number six (6) rating when measured per ASTM D 4214, Method A.

SECTION C: WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This is an anti-weathering limited warranty and does not apply to other causes of degradation, including;

1. CERAM-A-STAR® 1050 which is applied to other than first quality aluminum, Galvalume® steel, Galfan® steel, or galvanized steel;
2. CERAM-A-STAR® 1050 which is not applied in accordance with good practice in the coil coating industry;
3. CERAM-A-STAR® 1050 which has suffered scratching or abrasion or has been damaged by abrasive or chemical cleaners; has been abused, altered, modified, used in a manner not originally intended, or stored contrary to recommendations of AKZO NOBEL, BEST BUY, or the coil coater, or contrary to good industry practice, as discussed in "Tool Kit #1: Preventing Job Site Storage Corrosion of Prepainted Building Panels," published by the National Coil Coating Association; has been damaged due to moisture entrapment in coils and/or bundles during transit or storage; has been stored or installed in a way which allows standing water on the coating or in any chemically aggressive environment (containing such substances as fumes, ash, salts, dirt, grease, or high humidity); has been stored or installed in such a way that allows contact with

animals and/or animal waste or its decomposition products; has suffered from improper forming, fabrication or embossing; corrosion of the substrate and/or corrosion at cut edges; or develops any other condition between the coating and the substrate which causes the coating to degrade or delaminate;

4. CERAM-A-STAR® 1050 which is installed within 1000 meters (3250 feet) of either a salt water shoreline at mean high tide or other marine environment, unless approved in writing by AKZO NOBEL prior to installation, based on AKZO NOBEL'S review of the information provided on the Site Conditions Form (Appendix A). If structures are installed within 1000 meters with AKZO NOBEL's prior written site approval, all provisions of this limited warranty will remain in effect, except Section B(1)(film integrity), so long as all of its conditions are met, and provided that AKZO NOBEL is provided satisfactory written, contemporaneous evidence of the performance of semi-annual "sweet water" [fresh tap water] rinses;
5. CERAM-A-STAR® 1050 topcoats which are not applied as part of a complete AKZO NOBEL system. A complete AKZO NOBEL system means a CERAM-A-STAR® 1050 topcoat applied onto metal which has been primed with an approved AKZO NOBEL primer on both sides of the metal sheet, and which has been coated with an approved AKZO NOBEL backer coating on the reverse side, all per specifications on the AKZO NOBEL Product Data Sheet.

SECTION D: WHAT MUST BEST BUY DO TO KEEP THIS LIMITED WARRANTY COVERAGE?

BEST BUY must do all the following things to have the benefit of this limited warranty:

1. BEST BUY must require the coil coater to send AKZO NOBEL two (2) representative samples (each 12" x 12") of metal coated with each batch of CERAM-A-STAR® 1050 (as identified by batch number) promptly following its coating, identifying the number of the coil, the date of the coating, the CERAM-A-STAR® 1050 batch number applied, the type of substrate, the type of pretreatment and sealer, and the name of the party who will fabricate the coil into building construction products. BEST BUY must also maintain records for forty-two (42) years that will identify the master coil number for each building erected in the field, which shall be available to AKZO NOBEL on request; and
2. BEST BUY shall advise AKZO NOBEL in writing of any claimed violation of this limited warranty within thirty days of receiving notice thereof, and AKZO NOBEL must promptly be afforded an opportunity to inspect the installation.

If any of these things are not done, this limited warranty will not apply.

SECTION E: REMEDY

If AKZO NOBEL's CERAM-A-STAR® 1050 fails to comply with our limited warranty, due to any defect in material or workmanship, AKZO NOBEL will bear the full cost of labor and material to replace or refinish the defective portion of the field installation. The decision whether to replace or refinish to remedy an honored claim will be made at the sole discretion of AKZO NOBEL. If Akzo Nobel's investigation indicates that the claimed defect is not covered by this limited warranty, BEST BUY shall reimburse all of Akzo Nobel's third-party expenses incurred in connection with the investigation of the claim. This Warranty also applies to the part(s) being repainted, repaired or replaced, but only for the unexpired portion of the Warranty period applicable to the original coil coated part.

SECTION F: EXCLUSION OF OTHER WARRANTIES

THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, AND WHETHER WRITTEN OR ORAL. Correction of non-conformities in the manner and for the period of time provided herein shall constitute fulfillment of all liabilities of AKZO NOBEL to BEST BUY with respect to or arising out of the goods whether based on contract, negligence, strict liability in tort, or otherwise.



SECTION G: LIMITATION OF LIABILITY

AKZO NOBEL SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims of customers of Purchaser for business or service interruptions. THE REMEDIES OF BEST BUY SET FORTH HEREIN ARE EXCLUSIVE.

SECTION H: OTHER TERMS

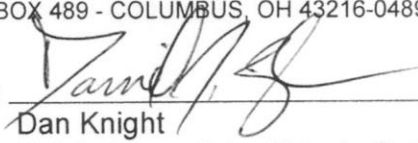
AKZO NOBEL may cancel this limited warranty on thirty days written notice to BEST BUY, except with respect to metal already coated with CERAM-A-STAR® 1050 covered by this limited warranty. This limited warranty does not apply to any goods sold prior to the date this document is signed. BEST BUY agrees that its use of CERAM-A-STAR® 1050 is made in reliance upon this limited warranty and not upon any other written or oral representation of AKZO NOBEL. This limited warranty cancels and supersedes any other warranty or statement of performance made in the past or in the future by AKZO NOBEL unless such statement is subsequently made in writing as an express amendment of this document.

This is our complete warranty. It is issued only to BEST BUY, and is not assignable to any other party. As an inducement for AKZO NOBEL to make this limited warranty, BEST BUY also agrees that it will not itself warrant the performance of metal buildings and similar structures coated with CERAM-A-STAR® 1050 to any party more commercially remote than the original owners of such metal buildings and similar structures.

The rights and obligations of the parties hereunder shall not be governed by the provisions of the UN convention on contracts for the International Sale of Goods; rather, these rights and obligations shall be governed by the laws of the State of Ohio, USA. Any controversy or claim arising out of or relating to this contract shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be three. The place of arbitration shall be Columbus, Ohio, USA. The language of the arbitration shall be English.


AKZO NOBEL COATINGS INC.
P. O. BOX 489 - COLUMBUS, OH 43216-0489

AKZO NOBEL COATINGS INC.

Signed:  Date: February 9, 2010
Dan Knight
Title: NA Sales Manager Coil and Extrusion Coatings

Signed:  Date: February 9, 2010
W. Scott Hanna
Title: Manager, IC Coil Americas

BEST BUY METALS

Signed: 
Name: Isaac Libbey
Title: Owner
Date: 4/1/2010

THIS LIMITED WARRANTY IS NOT IN FORCE UNTIL RECEIPT OF THE FULLY-EXECUTED COPY HAS BEEN ACKNOWLEDGED BY AKZO NOBEL.