



DONGBU STEEL CO., LTD.

REGULAR POLYESTER COATINGS

WARRANTY OF DURABILITY (THE “WARRANTY”)

(P7F302B, P3A793B, P1D703B, P1D712B, P6C832B, P5C912B, P8B272B, P6D664B)

DONGBU STEEL CO., LTD. (hereinafter called “DONGBU STEEL”) warrants to **AS TOODE (Dongbu reference #:FE1204091 01 ~ 08, 0.45 MM X 1250MM)**. (hereinafter called the “PURCHASER”) that the surface coated with POLYESTER paint (the “Paint”) on **Hot Dipped galvanized steel sheet in coil** supplied by DONGBU STEEL (the “Product”) will meet the following exterior durability standards :

The Paint on the Products which are installed or used by the Purchaser at an incline of not more than 75° from the vertical, **a period of ten (10) years** from the date of shipment from the Republic of Korea :

- A. Will not chalk in excess of the ASTM-D-659 number six(6) rating as determined by the procedure outlined in ASTM-D-659;
- B. Will not fade more than the number of 10E (Hunter) units as determined by the procedure outlined in ASTM-D-2244 and based on the color measurements made on clean surfaces free of all dirt, chalk, oxidized film, oil, grease or other foreign contaminants; provided, however, that fading or color changes may not be uniform between surfaces not equally exposed; and
- C. Will not crack, check, peel, flake or chip to an extent that is apparent on ordinary outdoor visual observation; provided, however, that any cracks, breaks or other defects in the Paint occurring during forming, installing or fabrication of the Products shall not be covered by this Warranty.

THIS WARRANTY SHALL BE SUBJECT TO STIPULATIONS AND CONDITIONS HEREINAFTER SET FORTH:

1. The exclusive remedy under this Warranty shall be, at the sole discretion of DONGBU STEEL, to (i) repaint the Products; or (ii) provide, free of charge, replacements (but not installation) for the Products with defective Paint; or (iii) reimburse the cost of such repainting or replacement by the PURCHASER; provided, however, that the amount of such reimbursement shall in no event exceed the original purchase price of the Product;
2. Any repainted or replaced Products shall be subject to this Warranty only for the unexpired period of Warranty applicable to the original Products;
3. DONGBU STEEL shall not in any event be liable for the cost of labour expended by others on any Products with defective Paint unless otherwise specifically authorized in writing by DONGBU STEEL prior to the performance of any such work;
4. DONGBU STEEL shall not in any event be liable for any special, indirect or consequential damages to anyone due to the Products with defective Paint;
5. DONGBU STEEL extends this Warranty solely to the PURCHASER. This Warranty is non-transferable and non-assignable. The PURCHASER or its agents or representatives shall not claim, represent or imply, nor permit its customer, distributors, applicators, contractors or any other person to claim, represent or imply, that this Warranty extends or is available to parties

- other than the PURCHASER. The PURCHASER shall cause any third party to cease and desist any such misrepresentation. This condition shall constitute a material term of this Warranty and its violation by the PURCHASER shall excuse DONGBU STEEL from its obligations hereunder;
6. DONGBU STEEL reserves the right to terminate this Warranty at any time without a written notice thereof, except with respect to orders which it has already accepted subject to this Warranty;
 7. DONGBU STEEL shall be given a reasonable opportunity to inspect the Products claimed to be defective;
 8. The PURCHASER must notify DONGBU STEEL in writing within thirty(30) days after a defect is called to the attention of the PURCHASER, specifying the DONGBU STEEL order number, coil number, invoice number, date of shipment and date of installation of any Products upon which a claim is made hereunder;
 9. The PURCHASER shall be solely responsible for correctly establishing the DONGBU STEEL order number, coil number, invoice number, date of shipment and date of installation of any Products upon Which a claim is made hereunder;
 10. This Warranty applies only to the Products used in Estonia, Latvia, Lithuania, Finland, Sweden, Norway, Russia and Belarus and is specifically limited to the warranties set forth hereunder;
 11. This Warranty applies only to the Products which have been exposed to normal weather conditions and not to the varied conditions encountered within one(1) mile of the ocean;
 12. This Warranty specifically excludes from its coverage any defects or failures in the exterior durability standards of the Product caused by acts of God, falling objects, external force, explosions, fire, riots, civil commotions, acts of war, radiation, harmful gases or fumes, chemicals or foreign substances in the air or atmosphere; and
 13. This Warranty will not extend to or cover:
 - a. Damages to the Products or the Paint occasioned, directly or indirectly, by moisture or other contaminations detrimental to the Product or the Paint because of improper storage, handling, processing or forming of the Product prior to installation.
 - b. Water damage to the Products or the Paint due, directly or indirectly, to condensation caused by improper storage, handling, processing, forming or packaging of the Products prior to installation.
 - c. Damages to the Products or the Paint caused, directly or indirectly, by handling, shipping, processing, forming and/or installation.

THIS WARRANTY BY DONGBU STEEL SHALL BE THE SOLE REMEDY OF THE PURCHASER AND IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTEIS, EXPRESS OR IMPLIED, WHETHER WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND DONGBU STEEL SHALL HAVE NO OTHER LIABILITY WITH RESPECT THERETO.

**DONGBU STEEL CO., LTD.
QUALITY ASSURANCE TEAM**