

5 YR. WARRANTY AGREEMENT

THIS PERFORMANCE WARRANTY AGREEMENT is made between Windsor Metal Specialties Inc.,
and *Customer*

THIS AGREEMENT APPLIES TO KYNAR 500* (FLUOROPOLYMER) COATING LISTED BELOW AND APPLIED BY WINDSOR METAL SPECIALTIES, INC. TO ALUMINUM PRODUCT PROVIDED FOR CUSTOMER.

Project:

Owners:

Location:

Color & resin:

Windsor Metal Specialties, Inc. warrants, subject to the conditions of this Agreement, that Kynar 500*, when applied to and cured on properly cleaned, pretreated, and primed aluminum extrusions or fabrications, herein called "Metal Substrate" will not:

- A. Peel, check, or crack, (except for slight crazing or cracking as may occur on normal roll-forming, brake bending, or other approved fabrication methods for coil applied Kynar 500* and which is accepted as standard, or when cracking or crazing is the result of metal fracture in the case of aluminum or spangle cracking of the zinc layer in the case of galvanized steel). Fabrication of spray applied Kynar 500* is not recommended or warranted; or,
- B. Chalk in excess of a numerical rating 8, as measured using the procedures of ASTM D4214-89 (Method D-659); or,
- C. Fade or change color in excess of 5 Delta E units (Hunter Color Difference), as measured using the procedure of ASTM D-2244-85, comparing an unexposed retain panel to the exposed panel after removal of dirt and chalk.

Windsor further warrants that prior to coating the *aluminum product* subject of this warranty, the (aluminum) metal substrate will be chemically pretreated in a five (5) stage cleaning and chemical power washer to chemically convert the substrate surface to Amorphous Chromium Phosphate, conforming to ASTM D 1730, Type B, Method 5, or Method 7 (Amorphous Chromate) and to be in compliance with AAMA Specification 2605-98 (Superior Performing Organic Coating on Aluminum Extrusions and Panels). The coating weight of the conversion coating shall be a minimum of 40 mg/sq. ft.

The above warranties (the "Performance Warranties ") shall be 5 YEARS from the installation of the Metal coated with the Kynar 500* or 6 YEARS from application of the Kynar 500* to the Metal, whichever first occurs;

THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS

1. The Performance Warranties apply to all Kynar 500* colors unless designated in writing by Windsor Metal Specialties, Inc. to **Customer** that a color is not covered.
2. **Windsor Metal Specialties Inc. and their suppliers of Kynar 500* coatings recommend that coated products that are located less than 1000 feet from the seashore (salt water) be systematically fresh water rinsed (at least annually), so as to prevent the accumulation of salt deposits . Maintenance instructions are enclosed, or can be obtained from the Internet at: http://www.ppg.com/car_indcoat/if_cleaning.htm.**
3. The Performance Warranties only will apply to Kynar 500* which is applied by Windsor Metal Specialties, Inc. to the Metal Substrate within six (6) months from the date Windsor Metal receives the Kynar 500* unless Windsor inspects the Kynar 500* and agrees in writing to extend the six (6) month period. Further, Windsor Metal warrants that the Kynar 500*, subject of this warranty has been: properly factory applied to, and properly cured on a properly cleaned, treated (a minimum of 40 milligrams per square foot of any approved chrome treatment per Section 6, AAMA 2605-98 is required for aluminum extrusion spray applicators) and primed Metal Substrate in accordance with the published Product Data Sheet and procedures and specifications (as such may be revised from time to time). Also, all companion products used in conjunction with the Kynar 500*, such as primers, backers, strippables, etc., must be approved products, Further, the Performance Warranties only will apply to Kynar 500* applied within continental North America, unless specifically agreed to in writing for a particular project by Windsor Metal Specialties, Inc.
4. The Performance Warranties will not apply to damage to and/or failure of the Kynar 500* caused by: moisture or other contamination detrimental to the Kynar 500* because of improper packaging, storage or handling of the coated Metal prior to installation; improper handling, shipping, processing (such as fabrication at temperatures below 60 degrees F), and/or installation of the coated Metal; scratching or abrading of the Kynar 500* during or after installation; standing or ponding water; improper cleaning and/or pretreatment of the Metal; corrosion of the Metal Substrate; or, acts of God, falling objects, explosions, fire, or other such similar or dissimilar occurrences beyond Windsor Metal's control.
5. Customer shall maintain dates of the installation of the coated metal. **Customer** shall provide Windsor Metal Specialties, Inc. with eight (8) 12" long aluminum production pieces for finishing on a production run for subsequent warranty testing. These samples should include the project name, number, location and any other information pertinent to the project.
6. Windsor Metal Specialties shall , at reasonable times and in such manner as will not unreasonably interfere with **customers** operations be permitted to inspect and approve the production process to insure the surface quality of the metal substrate and drain holes of the finished product (to exhaust entrapped pretreatment chemicals) are appropriate for pretreatment and metal finishing.
7. Windsor Metal Specialties Inc.'s exclusive liability and customer's sole remedy under this Agreement, or otherwise, shall be limited to, at Windsor Metal Specialties Inc.'s option, the refinishing, or

replacing, or reimbursement of the cost of refinishing or replacing the Metal exhibiting defective Kynar 500* coating. Such refinishing shall be performed by Windsor Metal Specialties, Inc.'s approved contractor, using standard finishing practices and materials as selected and/or approved by Windsor (not necessarily a Kynar 500*). Windsor Metal Specialties, Inc. reserves the right to approve any contract for such refinishing or replacing; such approval not to be unreasonably delayed or withheld. The Performance Warranties on any refinished or replaced coated Metal shall be only for the remainder of the Performance Warranties period applicable to the Metal originally coated. In no event shall Windsor Metal Specialties, Inc. be liable under any theory of recovery, whether based on negligence of any kind, strict liability or tort, for any direct, indirect, special, punitive, incidental or consequential damages

8. All claims relating to quality, condition or performance of the Kynar 500* shall be waived unless made by **customer** in writing to Windsor Metal Specialties, Inc. within the applicable Performance Warranties period, and within thirty (30) days after customer is informed or becomes aware of a defect in the Kynar 500* coating; and Windsor Metal Specialties, Inc. must be given a reasonable and prompt opportunity to inspect said defect.

9. Except for the Performance Warranties, Windsor Metal Specialties **MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY OF THE KYNAR 500* COATINGS.**

10. The Performance Warranties are extended solely to **customer**. They are nontransferable and nonassignable, and **customer** shall not permit or authorize their employees, agents, representatives or customer to claim, represent or imply that the Performance Warranties extend to or are available to anyone other than **customer**.

11. In the event of a material breach by customer of any of the conditions of this Agreement, Windsor Metal Specialties, Inc. shall have no liability for any Kynar 500* failure claims.

12. Windsor Metal Specialties reserves the right to terminate the Agreement at any time upon sixty (60) days' prior notice, except with respect to any Kynar 500* which already has been shipped to **customer** prior to the giving of such notice.

13. All notices and claims given under or pursuant to this Agreement shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested.

14. Windsor Metal Specialties Inc. and **customer** agree that this Agreement does not constitute an obligation of any kind whatsoever on the part of **customer**. to purchase any of the finished product from Windsor Metal; but rather, it provides the governing terms and conditions as to the parties' respective liabilities and rights if, and when, any such purchases/sales of any of the Kynar 500* occur.

15. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this Agreement shall be binding upon a party unless made in writing, expressly refers to this Agreement and is signed by that party's authorized representative. This Agreement supersedes and cancels any prior representations, warranties and agreements relating to the subject matters of this Agreement.

16. This Agreement is made under Florida law (without giving effect to the conflict of law principles there of) and the local law of Florida shall apply to the construction, enforcement and interpretation of this Agreement.

By:

Date:

SAMPLE