

5 YR. LIMITED WARRANTY AGREEMENT

THIS LIMITED WARRANTY AGREEMENT is made between Windsor Metal Specialties Inc., (hereinafter Windsor Metal Specialties) and *Customer*.

THIS AGREEMENT APPLIES TO KYNAR 500® OR HYLAR 5000® FLUOROPOLYMER RESIN (PVDF) COATING LISTED BELOW AND APPLIED BY WINDSOR METAL SPECIALTIES, INC. TO ALUMINUM PRODUCT PROVIDED FOR CUSTOMER.

Metal Substrate	Pretreatment Type	Atmospheric Environment	Recommended Product
Aluminum	Chrome	Normal	Kynar 500® or Hylar5000®, Kynar500® or Hylar 5000® with XL clear top coat
Aluminum	Chrome	Normal, Industrial, Seacoast	Kynar 500® or Hylar5000® with XL clear top coat
Aluminum	Non Chrome	Industrial, Seacoast	No Product (No Warranty)

Project:

Owners:

Location:

Color & resin: Kynar500®/Hylar 5000®

Windsor Metal Specialties warrants, subject to the conditions of this Agreement, that Kynar 500® or Hylar 5000® , when applied to and cured on properly cleaned, pretreated, and primed aluminum extrusions or fabrications, herein called “Metal Substrate” will not:

A. Peel, check, crack, or craze.

Note: Fabrication of spray applied Kynar 500® or Hylar5000® is not recommended.

There is no warranty as to peeling, checking, cracking or crazing that occurs and is associated with fabrication activity that occurs after the product has been coated. Fabrication activity includes but is not limited to bending, elongating, cutting, sawing, milling or drilling.

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 Metal Specialties 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 limited warranties shall be 5 YEARS from the installation of the Metal coated with the Kynar 500® or Hylar 5000® or 6 YEARS from application of the Kynar 500® or Hylar 5000® to the Metal, whichever first occurs;

THIS LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS

1. The Limited Warranties apply to all Kynar 500® or Hylar 5000® colors unless designated in writing by Windsor Metal Specialties, Inc. to **Customer** that a color is not covered.
2. **Windsor Metal Specialties and their suppliers of Kynar 500® or Hylar 5000® coatings require that coated products that are located less than one mile from the seashore (salt water) be systematically fresh water rinsed at least annually so as to prevent the accumulation of salt deposits . Homeowner or building owner is required to keep records of such maintenance for the warranty to be enforceable.**

**Maintenance instructions are enclosed, or can be obtained from the Internet at:
http://corporateportal.ppg.com/NA/IdeaScapes/resources/industrial/cleaning_coil_and_extrusion_coatings.htm**

3. The Limited Warranties only will apply to Kynar 500® or Hylar 5000® which is applied by Windsor Metal Specialties , to the Metal Substrate within six (6) months from the date Windsor Metal Specialties receives the Kynar 500® or Hylar 5000®. Further, Windsor Metal Specialties warrants that the Kynar 500® or Hylar 5000®, 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 an 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® or Hylar 5000®, such as primers, backers, strippables, etc., must be approved products.

Note: Aluminum cross sections thicker than 0.375" thick and aluminum castings will carry no warranty.

4. The Limited Warranties will not apply to damage to and/or failure of the Kynar 500® or Hylar 5000® caused by: moisture or other contamination detrimental to the Kynar 500® or Hylar 5000® 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® or Hylar 5000® during or after installation; corrosion of the Metal Substrate; standing or ponding water; galvanic corrosion between dissimilar metals in the presence of saline ponding water or condensate, or, acts of God, falling objects, explosions, fire, or other such similar or dissimilar occurrences beyond Windsor Metal Specialties control.

5. **Customer** shall maintain dates of the installation of the coated metal. **Customer** shall provide Windsor Metal Specialties, with twelve (12) 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 **Customer s** 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 exclusive liability and **Customer's** sole remedy under this Agreement, or otherwise, shall be limited to, at Windsor Metal Specialties option, the refinishing, or replacing, or reimbursement of the cost of refinishing or replacing the Metal exhibiting defective Kynar 500® or Hylar 5000® coating. Such refinishing shall be performed by Windsor Metal Specialties approved contractor, using standard finishing practices and materials as selected and/or approved by Windsor Metal Specialties, (not necessarily a Kynar 500® or Hylar 5000®) reserves the right to approve any contract for such refinishing or replacing; such approval not to be unreasonably delayed or withheld. The Limited Warranties on any refinished or replaced coated Metal shall be only for the remainder of the Limited Warranties period applicable to the Metal originally coated. In no event shall Windsor Metal Specialties 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® or Hylar 5000® shall be waived unless made by **Customer** in writing to Windsor Metal Specialties within the applicable Limited Warranties period, and within thirty (30) days after **Customer** is informed or becomes aware of a defect in the Kynar 500® or Hylar 5000® coating; and Windsor Metal Specialties, must be given a reasonable and prompt opportunity to inspect said defect.

9. Except for the Limited 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® or HYLAR 5000® COATINGS.

10. The Limited 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 Limited 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 shall have no liability for any Kynar 500® or Hylar 5000® 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® or Hylar 5000® 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 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 Specialties; 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® or Hylar 5000® 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 thereof) and the local law of Florida shall apply to the construction, enforcement and interpretation of this Agreement.

By: _____

Date: _____

SAMPLE