

SPRAY CERAM-A-STAR® E 10-YEAR LIMITED WARRANTY

SECTION A: PARTIES

AKZO NOBEL COATINGS INC. ("AKZO NOBEL") extends the following limited warranty to SAMPLE COMPANY ("SAMPLE COMPANY") concerning sales of CERAM-A-STAR® E by AKZO NOBEL to SAMPLE COMPANY for SAMPLE COMPANY'S use in coating properly chemically cleaned and pretreated extruded aluminum.

SECTION B: EXACTLY WHICH PRODUCT IS COVERED?

This warranty applies only to goods identified on an AKZO NOBEL product data sheet as CERAM-A-STAR® E which are purchased by SAMPLE COMPANY after this document is signed by AKZO NOBEL and SAMPLE COMPANY, and which are applied to aluminum in accordance with parameters specified on the AKZO NOBEL Product Data Sheet within six months after delivery. It applies only to CERAM-A-STAR® E used on aluminum installed in the continental United States, Canada, or Mexico.

SECTION C: HOW WILL THE COVERED PRODUCTS WEATHER?

Although it is recognized by AKZO NOBEL and SAMPLE COMPANY that most coatings, including CERAM-A-STAR® E, will fade and change in appearance to some degree over a period of time, and that such changes may not be uniform between surfaces not equally exposed, AKZO NOBEL warrants that the CERAM-A-STAR® E covered by this warranty will resist natural indoor and outdoor weathering following field installation to the extent that they will conform to the performance standards listed below for ten (10) years, provided that all conditions of this warranty are first met:

1. CERAM-A-STAR® E will not peel, or flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation; and
2. CERAM-A-STAR® E will not change color more than five (5) NBS (Hunter) units. Color measurements are to be made per ASTM D-2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D 3964; and
3. CERAM-A-STAR® E will not chalk more than a number eight (8) rating when measured per ASTM D 4214, Method A; and

SECTION D: WHAT IS NOT COVERED BY THE LIMITED WARRANTY?

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

1. CERAM-A-STAR® E which is applied to other than first quality aluminum;
2. CERAM-A-STAR® E which is not applied in accordance with the AKZO NOBEL Product Data Sheet (including pretreatment in accordance with the specifications and recommendations of the pretreatment manufacturer) and in accordance with good practice in the aluminum extrusion coating industry;
3. CERAM-A-STAR® E which has suffered scratching or abrasion or impact by a hard object or has been damaged by abrasive or chemical cleaners; has been stored at any time prior to field installation contrary to storage instructions issued by AKZO NOBEL, SAMPLE COMPANY or its customer or contrary to good industry practices; 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, cut edge exposure, corrosion of the substrate, or the development of any other condition between the coating and the substrate, including any failure or deficiency in the pretreatment;
4. CERAM-A-STAR® E topcoats which are not applied as a complete AKZO NOBEL system. A complete AKZO NOBEL system means a CERAM-A-STAR® E topcoat applied onto aluminum that has been primed with an approved AKZO NOBEL primer, per all specifications on the AKZO NOBEL Product Data Sheet;
5. CERAM-A-STAR® E installations that are not cleaned at least once every 6 months with a minimum of a "sweet water" rinse or in accordance with the AKZO NOBEL "CLEANING AND MAINTENANCE OF SPRAY APPLIED FACTORY FINISHED ALUMINUM EXTRUSIONS, PANELS AND BUILDING PRODUCTS" (Guide attached). Such cleanings must be recorded in a logbook and made available to AKZO NOBEL upon request;

6. CERAM-A-STAR® E TEC formulations that are considered “exotic” in color, are very bright and clean and require a CERAM-A-STAR® E Clear topcoat.

SAMPLE

If CERAM-A-STAR® E is applied to substrate which has been pretreated with a chromate-free pretreatment, Section C (1) of this limited warranty will not apply until such time as AKZO NOBEL has been given the opportunity to evaluate such chromate-free pretreatment, and has concluded that it is acceptable for us with CERAM-A-STAR® E.

SECTION E: WHAT MUST SAMPLE COMPANY DO TO KEEP THIS LIMITED WARRANTY COVERAGE?

SAMPLE COMPANY must do the following things to have the benefit of this limited warranty:

1. Each batch of CERAM-A-STAR® E must be checked by SAMPLE COMPANY prior to full production use via agreed upon quality parameters which constitute a representative method to assure conformance to SAMPLE COMPANY'S own physical and fabrication requirements;
2. SAMPLE COMPANY must comply with AKZO NOBEL's Certified Applicator Program by sending to AKZO NOBEL at least six representative production samples, each having a flat surface area as close to three inches by twelve inches as the size of the extruded aluminum allows, run during each calendar quarter. Each section or part must be identified by AKZO NOBEL batch number, date of coating and the job name. This information must be maintained by SAMPLE COMPANY for a period of no less than twelve (12) years and said records shall be available to AKZO NOBEL upon request; and
3. SAMPLE COMPANY shall advise AKZO NOBEL in writing of any claimed violation of this warranty within thirty days of receiving notice thereof, and AKZO NOBEL must promptly be afforded an opportunity to inspect the installation.

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

SECTION F: REMEDY

If AKZO NOBEL's CERAM-A-STAR® E products fail 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. Any refinishing of the defective portion shall be done in accordance with standard industry practice to provide a uniform appearance with the remainder of the installation. The replaced or refinished portion shall be deemed to have been coated on the date of the original coating and the duration of this warranty shall not be extended beyond that of the original factory-applied finish. SAMPLE COMPANY--or SAMPLE COMPANY's customer--may elect to obtain a cash settlement from AKZO NOBEL in lieu of the remedies set forth above. Should SAMPLE COMPANY or its customer elect to receive a cash settlement (instead of replacement or refinishing by AKZO NOBEL): 1.) any replacement or refinishing of the defective portion of the field installation arranged by SAMPLE COMPANY will not be covered by this limited warranty; and 2.) AKZO NOBEL will pay SAMPLE COMPANY or its customer the agreed upon settlement amount upon receipt from SAMPLE COMPANY or its customer of a full and final written release of AKZO NOBEL from any further liability for the defective portion of the field installation.

SECTION G: 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 SAMPLE COMPANY with respect to or arising out of the goods whether based on contract, negligence, strict liability in tort, or otherwise.

SECTION H: 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 SAMPLE COMPANY SET FORTH HEREIN ARE EXCLUSIVE.

SECTION I: OTHER TERMS

AKZO NOBEL may cancel this limited warranty on thirty days written notice to SAMPLE COMPANY, except with respect to aluminum already coated with CERAM-A-STAR® E covered by this limited warranty. This limited warranty does not apply to any goods sold prior to the date this document is signed. SAMPLE COMPANY agrees that its use of CERAM-A-STAR® E 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.