



Limited Warranty Series 38

TIGER Drylac® Series 38

Powder Coating based on
Superdurable Polyester Technology
Limited Warranty ("Warranty")

Effective Date: [date of
delivery]

Job Name:

Product ID: 38/
[the "Product"]

1. QUALITY OF THE PRODUCT

TIGER Drylac Canada Inc. ("TIGER") warrants that TIGER Drylac® Series 38 (the "Product"), when applied to aluminum alloys (the "Metal") as specified in the Technical Instructions, has the following property for a period of ten (10) years from the Effective Date, subject to the terms and conditions of this Warranty:

Compliance to [AAMA 2604-05 or Qualicoat C1. 2].

Uniform Appearance: Provided the coated aluminum is installed evenly (identical position of the coated aluminum with regards to their cardinal points and vertical angle) each visible surface to be assessed is substantially uniform if viewed at noon time (11.00 am to 1 pm) from a 15 m distance at a 90° angle without any aid or auxiliary equipment. Any change of the coated aluminum will be even. Defects resulting from unequal exposure to the effects of the sun and the environment shall not be covered by this Warranty.

2. TERMS AND CONDITIONS OF WARRANTY

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2.1 This Warranty shall constitute an integral part of the Sales Agreement validly concluded between TIGER and the CERTIFIED APPLICATOR and shall only apply if all TIGER's invoices have been paid in full.

2.2 This Warranty is subject to correct surface preparation and application of the Product by the addressee of this Warranty, a TIGER certified applicator ("CERTIFIED APPLICATOR"). A current certificate made out by TIGER to the CERTIFIED APPLICATOR shall form an integral part of this Warranty. The surface preparation and the application of the Product shall be made in accordance with Product datasheet no. 1140 (current at the date of CERTIFIED APPLICATOR signing this Warranty) and the Technical Instructions in Annex ./1 of this Warranty, which form an integral part of this Warranty. This Warranty extends only to parts exposed to normal atmospheric conditions in Western Europe. In particular, the following conditions have to be met:

(a) Coating Thickness: The coating shall be carried out in one operation immediately after pre-treatment of the Metal, to a minimum coating thickness of 70 microns/2.8 mils. Buildings that are exposed to aggressive environmental conditions as defined in BS EN ISO 12944-2 through its corrosive categories C5-I and C5-M for steel, shall be coated twice to receive a film thickness of at least 90 microns/3.5 mils.

(b) Pretreatment and Testing: Before production runs start, the CERTIFIED APPLICATOR shall pre-treat and coat a test panel in accordance with revised and updated ASTM B 449-93 (1998) Sec. 5 and DIN 50 939 and ASTM D 1730-67 (1998) type B, method

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110 Southgate Drive, Guelph, Ontario, N1G 4P5

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5 or 7, for control purposes. If the CERTIFIED APPLICATOR detects any deviations from the prescribed specifications, the CERTIFIED APPLICATOR shall immediately stop the process and notify TIGER. Test panels shall be coated and checked at least twice per workshift during production. All test panels shall be kept for warranty purposes, and made available to TIGER upon the assertion of a claim.

(c) Curing: The CERTIFIED APPLICATOR shall check the conditions in the oven at least twice per workshift to detect changes in the curing conditions. The data obtained shall be entered in the Coating and Analyses Record.

(d) Coating and Analyses Record: A Coating and Analyses Record shall be kept and maintained for Warranty purposes. The Coating and Analyses Record shall be made available to TIGER upon the assertion of a claim by the CERTIFIED APPLICATOR and contain (i) a description and location of the building to be coated, (ii) the delivery date, (iii) the batch number, (iv) the specification and number of the Product, (v) the Product quantity used, (vi) the start, time period and mode of processing of the Product for application and actual application, (vii) a specification of the Metal to be coated and continuous measurements of the film thickness at different areas of the Metal (viii) the analysed data of pre-treatment and (ix) the cure parameters (temperature and curing time).

(e) Cleaning and Maintenance: The coated surfaces shall be cleaned consecutively at least twice every year according to the guidelines of the *Gütegemeinschaft für die Reinigung von Metallfassaden e.V.*, or as a minimum according to the Cleaning Instructions in Annex ./.2 of this Warranty, which form an integral part of

this Warranty. The CERTIFIED APPLICATOR shall keep and maintain a cleaning and maintenance record for warranty purposes.

2.3 TIGER's liability is excluded under this Warranty if (i) the Product is not used within one (1) year from delivery; (ii) the Product is used on objects which are not suitable for coating, and are not regularly cleaned and properly pre-treated according to the Technical Instructions and Article 2.2(e) in particular; (iii) the defect results from improper use or treatment of the Product, contrary to the Technical Instructions; (iv) the defect results from improper transport or storage of the Product, or of the coated Metal prior to installation; (v) the coated Metal is not installed within two (2) months of the coating; (vi) the defect results from pre-treatment of the Metal, contrary to the Technical Instructions, which result in corrosion or filiform corrosion; (vii) the defect results from any physical or chemical reaction of the Metal; (viii) the defect results from lack of adhesion of the Product to the Metal; (ix) the Metal is exposed to surface temperatures above seventy (70) degrees Celsius, or other environmental conditions that aggressively weaken the coating; (x) the defect is limited to less than five percent (5%) or hundred (100) square meters of the total coated surface; (xi) the defect is caused by any circumstances not within TIGER's control, such as for example fire, explosions, radiation, riots, strikes, vandalism, natural disasters, falling objects, disruptions in the supply of raw materials to TIGER; (xii) the coating is exposed to aggressive environmental conditions as defined in BS EN ISO 12944-2 for steel and with the corrosion categories C5-I and

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C5-M, or used on endangered buildings, unless the risk has been assumed by TIGER in writing, upon a complete description of the conditions; (xiii) the coated surface was treated subsequently in contravention of the Technical Instructions; (xiv) the Metal was coated in whole or in part by any coating material other than the Product; (xv) the coated surface is unfinished Metal; (xvi) the defect results from unevenness of the coated surface, such as scratches, abrasions, corrosion marks or welding seams; (xvii) the Product was stored at CERTIFIED APPLICATOR's site for more than six (6) months and the CERTIFIED APPLICATOR failed to check the Product prior to coating in accordance with the Technical Instructions, and provide TIGER with an opportunity to raise objections to the use of the Product during a thirty (30) day period, after submitting five hundred (500) grams of the Product to TIGER; (xviii) the CERTIFIED APPLICATOR carried out repairs contrary to Article 3.5; (xix) the CERTIFIED APPLICATOR breached the underlying sales contract; or (xx) physical damage occurs after installation, whether intentional or not and whether caused by abuse, misuse, negligence, or vandalism.

2.4 The maintenance record shall include the (i) dates of cleaning and maintenance; (ii) detergents used for cleaning; (iii) other devices used for cleaning (such as cloth, sponge, brush); and (iv) miscellaneous details of cleaning and maintenance.

3. TIGER'S OBLIGATIONS

3.1 If the Product does not comply with the guaranteed specifications set out in Article 1, TIGER will either (i) replace the Product, or (ii) pay for repair works to correct defects resulting from non-

compliance of the Product with the guaranteed specifications, or (iii) reimburse the CERTIFIED APPLICATOR for repair works undertaken by him upon presentation of repair receipts, to the extent of the cost of the Product used and provided that Article 3.5 is complied with, or (iv) refund the original purchase price paid to TIGER for the Product less three percent (3%) for each year which has lapsed since the date of the purchase of the Product.

3.2 It is at the sole discretion of TIGER to choose which action will be taken with respect to the remedies listed in Article 3.1.

3.3 The maximum liability of TIGER for any claim or series of claims, and for any occurrence or series of occurrences, shall be the lesser of the amounts computed with respect to 3.1 (i)-(iii), and shall not in any event exceed an amount of Canadian Dollar seven hundred and fifty thousand (\$750,000.--) in the aggregate.

3.4 TIGER reserves a period of ninety (90) days from receipt of the Notification and the documents as stipulated in Article 4, to instruct CERTIFIED APPLICATOR as to the repairs to be made and the procedure to be followed. If no instructions have been given by TIGER within the prescribed period, the CERTIFIED APPLICATOR may personally remedy the defects by selecting the least expensive method. Before the expiry of this period, the CERTIFIED APPLICATOR may not carry out any repair works without loss of its rights under this Warranty.

3.5 The warranty on any repaired or replaced Product shall be for the remainder of the warranty period applicable to the original purchase. If TIGER has made payments under the Warranty with regard to a

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particular building in accordance with this Warranty, no further claims are possible in relation to this Warranty.

3.6 TIGER expressly excludes any responsibility in respect of claims brought by third parties based on this Warranty.

3.7 TIGER makes no warranties other than set forth in this Warranty, in particular, but not limited to, the warranty of fitness for a particular purpose, and assumes no further responsibility for loss or expenses, consequential and indirect loss of profits, or other claims, except as agreed by the parties in writing.

4. NOTIFICATION

4.1 In the event of a defect of the Product, the CERTIFIED APPLICATOR shall give written notification thereof to TIGER by means of registered mail within seven (7) days of the discovery of the defect (the "Notification"), and must give TIGER the opportunity to inspect the defective Product and the coated Metal claimed to be defective during regular business hours.

4.2 The Notification shall specify and must have attached thereto (i) the type and extent of the damage (i) the type and location of the damaged object; (ii) the date of installation of the coated Metal; (iii) the Product ID number, batch number, invoice number, and date of delivery of the Product; (iv) the original Coating and Analyses Record and test panels; (v) a copy of the sales contract; (vi) a statement of suspected reasons for the defect; (vii) the planned remedial measures and estimated cost of repair; and (viii) the amount claimed.

4.3 In the event of a Warranty claim, the CERTIFIED APPLICATOR must prove in writing (i) that the defect was caused by a breach of this War-

ranty by TIGER and (ii) that the Product was applied in accordance with the Technical Instructions.

5. MISCELLANEOUS

5.1 This Limited Warranty and each and every claim based thereon shall be construed under and governed by the laws of the State of ON.

All disputes arising out of or in connection with the Limited Warranty shall be subject to the exclusive jurisdiction of the proper court in the city of Guelph, ON, Canada.

5.2 Notwithstanding Article 5.1, TIGER may choose to proceed before the courts of any other jurisdiction, if the CERTIFIED APPLICATOR submits to such jurisdiction.

5.3 If any provision of this Warranty is or becomes invalid, ineffective or unenforceable as a whole or in part, the validity, effectiveness and enforceability of the remaining provisions of this Agreement shall not be affected thereby and the Warranty shall be construed and enforced as if the invalid, ineffective or unenforceable provision has never been a part hereof.

5.4 This Warranty is not transferable or assignable.

5.5 This Warranty supersedes and replaces any other warranties that are in addition to or in conflict with the terms and conditions stated herein.

CERTIFIED APPLICATOR	
By	
Title	
Date	
Signed	

TIGER	
By	
Title	

<i>Date</i>	
<i>Signed</i>	