

### LIMITED WARRANTY AND REMEDY PAINTED FINISHES

This is to certify that Kawneer Company, Inc. (hereinafter “Kawneer”) hereby warrants to its customers and all subsequent purchasers and owners of the project incorporating Kawneer products (hereinafter “Customer(s)”) subject to every term, condition and limitation stated herein, that the painted finishes applied to the aluminum material (hereinafter “Metal”) on the project as identified in the Project Warranty Cover Sheet shall comply with the scope of this Limited Warranty, during the period of time from substantial completion of the project as set forth in the table below, provided however, that the Limited Warranty shall begin in no event later than six (6) months from the date of shipment by Kawneer for the start of the warranty period hereunder. This limited warranty shall apply to the following conditions only:

Paint Type	Color Change	Chalk and Fade	Film Integrity
<b>AAMA 2605 PVDF and FEVE paint</b> (Standard Warranty ten (10) years) <sup>1</sup>	The finished metal will not chalk more than that represented by a No. 8 rating for colors or No. 6 for whites, when measured in accordance with the standard procedures specified in the latest version of ASTM D 4214, Test Method A (“Excessive Chalking”);	The finished metal will not change color more than five (5) Hunter $\Delta E$ units as determined by the latest version of ASTM D 2244 (“Excessive Color Change”).* Color change will be measured on an exposed painted surface that has been cleaned of surface soils and chalk and then compared to corresponding values measured on the original or unexposed coated surface;	The finished metal will not crack, check, or peel in such a way as to adversely affect the appearance of the Metal and result in damage to the Metal excluding all corrosion-related conditions when viewed at a distance of 3 meters (10 ft)
<b>AAMA 2604 Liquid Paint</b> (Standard Warranty five (5) years) <sup>2</sup>	The finished metal will not chalk more than that represented by a No. 6 when measured in accordance with the standard procedures specified in the latest version of ASTM D 4214, Test Method A (“Excessive Chalking”);	The finished metal will not change color more than seven (7) Hunter $\Delta E$ units as determined by the latest version of ASTM D 2244 (“Excessive Color Change”).* Color change will be measured on an exposed painted surface that has been cleaned of surface soils and chalk and then compared to corresponding values measured on the original or	The finished metal will not crack, check, or peel in such a way as to adversely affect the appearance of the Metal and result in damage to the Metal excluding all corrosion-related conditions when viewed at a distance of 3 meters (10 ft)

		unexposed coated surface;	
<b>AAMA 2604 Powder Paint</b> (Standard Warranty five (5) years) <sup>3</sup>	The finished metal will not chalk more than that represented by a No. 8 rating when measured in accordance with the standard procedures specified in the latest version of ASTM D 4214, Test Method A (“Excessive Chalking”);	The finished metal will not change color more than five (5) Hunter Δ E units as determined by the latest version of ASTM D 2244 (“Excessive Color Change”).* Color change will be measured on an exposed painted surface that has been cleaned of surface soils and chalk and then compared to corresponding values measured on the original or unexposed coated surface;	The finished metal will not crack, check or peel in such a way as to adversely affect the appearance of the Metal and result in damage to the Metal excluding all corrosion-related conditions when viewed at a distance of 3 meters (10 ft)

\* Metallic/mica flake colors are not color measurable and are not subject to the Excessive Color Change warranty set forth above, or any other color change warranty, express or implied.

<sup>1</sup> Maximum Extended Warranty is twenty (20) years for AAMA 2605 PVDF and FEVE. See Project Warranty Cover Sheet.

<sup>2</sup> Maximum Extended Warranty is ten (10) years for AAMA 2604 Liquid Paint used on exterior applications and twenty (20) years when used on interior applications with AAMA 2605 paint on the exterior. See Project Warranty Cover Sheet.

<sup>3</sup> Maximum Extended Warranty is ten (10) years for AAMA 2604 Powder Paint. See Project Warranty Cover Sheet.

**THIS LIMITED WARRANTY WILL NOT APPLY TO OR COVER, AND KAWNEER HEREBY DISCLAIMS ALL LIABILITY FOR THE FOLLOWING:**

- damage to the finish occasioned by moisture or other contamination detrimental to the finish because of improper storage of the finished Metal prior to installation;
- damage due to failure to properly protect the installed finished Metal during the construction process;
- water damage due to condensation caused by improper repackaging of the finished Metal prior to installation;
- damage including but not limited to scratches and abrasions to the finished Metal caused by use, handling, shipping and/or installation, or by utilization of the Metal with any parts, gaskets, glazing materials, components or sealants of other manufacturers used with Kawneer products or any lack of performance of Kawneer products attributable to such items;
- damage to finished Metal caused by exposure to caustic agents, acidic agents, or harmful fumes or other destructive and/or foreign materials;
- damage due to improper maintenance e.g. the use of chemical cleaning agents, or applicators;
- corrosion of the Metal due to aggressive atmospheres including exposure to salt spray and/or salt mist;
- any particular application or selection of the Metal for any particular project or design;
- any product which has been subject to abuse, alteration, modification, neglect, misuse, abnormal use, accident, fire or other casualty or physical damage, war, flood, falling objects, external forces, earthquakes, acts of God, or to which parts not supplied by Kawneer have been added, and/or
- any defects caused by depreciation or normal wear or other occurrences beyond Kawneer's control.

A systematic maintenance program must be instituted by the Customer or user to prevent the build-up of dirt and salt deposits on the painted surface. The surface must be cleaned at least annually in accordance with AAMA 609 & 610 so as to prevent the accumulation of harmful deposits. More frequent cleaning is required in heavy industrialized environments or coastal environments. Coastal environments where salt spray or salt fog is present can be very detrimental to metal especially where the paint coating has been scratched or damaged. In coastal environments where metal is exposed to salt spray or salt fog or in heavy industrial environments, the metal surface must be cleaned at least once quarterly in accordance with AAMA 609 & 610 to prevent the accumulation of harmful deposits.

**A FAILURE TO INSTITUTE AND REASONABLY EVIDENCE A SYSTEMATIC MAINTENANCE PROGRAM AS DESCRIBED ABOVE WILL VOID THIS WARRANTY.**

Kawneer is not responsible for chalking or for fading or color changes that are less than the Excessive Chalking or Excessive Color Change referenced and warranted above. Normal weathering, such as the damaging effects of sunlight and exposure to the elements, such as extremes of weather and atmosphere, may cause any colored surface to fade, chalk, or become soiled or stained. These changes may not be uniform if the surfaces are not equally exposed to the sun and elements. The degree to which normal weathering occurs will vary depending on the air quality, the building's location and many other factors over which Kawneer has no control. Metallic/mica flake colors are not color measurable and are not subject to the Excessive Color Change warranty set forth above, or any other color change warranty, express or implied.



All decisions regarding the existence of defects in material and workmanship and the occurrence of any of the matters described in the preceding paragraphs or affecting this Limited Warranty shall be made by Kawneer and shall be final and binding upon the parties.

The sole and exclusive remedy with respect to this Limited Warranty or with respect to any other claim relating to defects or any other condition or use of the products supplied by Kawneer, however caused, and whether such claim is based upon warranty, contract, negligence, strict liability or any other theory, is limited to, at Kawneer's sole discretion, replacement or refinishing of the defective Metal or repayment by Kawneer of the purchase price paid to it. Refinishing of the defective Metal shall be performed by using standard finishing practices and materials as selected by Kawneer. Kawneer reserves the right to approve any contract for refinishing of defective Metal. The warranty on any refinished, and/or replacement Metal shall continue for the remainder of the original warranty period. At no time does this warranty confer upon the claiming party or any other party the right to proceed with repair, replacement or restoration, without written notice and agreement by a duly authorized officer of Kawneer. Any such work undertaken by the claiming party or any other party shall be for the claiming party's own account and shall result in this warranty becoming null and void.

**IN NO EVENT SHALL KAWNEER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR GOOD WILL, OR OTHER COMMERCIAL LOSS OR INJURY.**

Claims under this Limited Warranty must be made to Kawneer in writing within sixty (60) days after discovery of the defective finished Metal. Failure of the claiming party to notify Kawneer within such period shall automatically relieve Kawneer of any and all responsibility and/or liability. Kawneer must be given a reasonable opportunity to inspect the finished Metal claimed to be defective. In the event of a claim under the warranty, Customer shall furnish proof of the date of substantial completion and shall demonstrate that the failure of the product was due to a breach of the warranty stated herein.

This Limited Warranty will apply only to Metal which is supplied by Kawneer and used within North America (United States, including Hawaii, and Canada) unless Kawneer agrees otherwise in writing.

No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this Limited Warranty shall be binding on Kawneer unless made in writing and signed by a duly authorized officer of Kawneer.

All notices given under or pursuant to this Limited Warranty shall be in writing and sent by registered mail, postage paid, return receipt requested, to the party to whom such notices is to be given, as follows:

All such notices as set forth above shall be considered served when received.

Customer's agreement to and acceptance of this warranty shall be indicated by signing and returning a copy of the Project Warranty Cover Sheet, which is incorporated herein by reference.