

Eastern Powdercoating Services, LLC

Project: Sample

Effective Date: 3-12-08

Limited Warranty:

Thank you for choosing the high performance powder coat system from Eastern Powdercoating Services LLC. Eastern Powdercoating, the powder coat applier, warrants that for the term of this limited warranty, the applied powder finish:

- Will not lose more than 30% of its gloss level as determined by ASTM D-523 specification test using 60 degree readings.
- Will not chalk in excess of standard number (8) rating for colors, or number (6) for whites as illustrated in the ASTM D64214 Test Method.
- Will not change color more than five (5) Delta-E Hunter units (square root of the sum of square Delta L, Delta a, and Delta b) as determined by ASTM method D-2244.
 - It is acknowledged that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

Term:

The term of your Limited Warranty is: _____

The warranty period starts the date the first item under warranty is Powder coated. This date is the effective date. Batch panels are kept on file by Eastern Powdercoating for internal record keeping standards.

Product Description:

- One Year warranted product consists of the powdercoat finish being applied with a single topcoat having a standard TGIC Polyester resin base.
- Three Year warranted product consists of the powdercoat finish being applied with a single topcoat having a Super Durable Resin base.
- Five Year warranted product consists of the powdercoat finish being applied in two layers. A primer underlayment is applied and allowed to chemically bond with the finish coat that is applied during a second finishing process. Both the primer and the top coat shall have a Super Durable Resin base.
- Ten Year warranted product consists of the powdercoat finish being applied with a single topcoat having a 100%- Fluoropolymer Resin base.
- Fifteen Year warranted product consists of the powdercoat finish being applied in two layers. A primer underlayment is applied and allowed to chemically bond with the finish coat that is applied during a second finishing process. The top coat shall have a 100%- Fluoropolymer Resin base.

105 Sebastian Industrial Place #10
Sebastian, FL 32958

Eastern Powdercoating Services, LLC

Pretreatment:

- All products undergo pretreatment in accordance with minimum standards set forth by nationally recognized powder vendors in order to offer warranted product to the consumer.
- Pretreatment and quality control procedures by Eastern Powdercoating are considered to be excellent and above average in the industry.

Product Exemptions:

- Bonded Metallic Colors
- Specialty Colors
- Transparent Colors

Limitations:

Neither Paint Vendor nor Eastern Powdercoating LLC limited warranty applies when defect is caused by uncontrollable acts. These acts include but are not limited to:

- Acts of God, fire or other casualty, or physical damage, Government restrictions, Acts of Aggression, harmful fumes, or foreign substances applied to the product directly or indirectly.
- Product failure due to improper usage and or application, failure to provide semi annually documented maintenance, and or improper maintenance including but not limited to use of chemical cleaning agents not in accordance with AAMA recommendation or failure to use a systematic maintenance cleaning program in areas of high salt concentration.
- Limitations extend to corrosive atmospheres found in the interior of buildings, which affect the interior surface of material; standing or ponding water on the metal; excessive building movements; work performed on materials supplied by others; post forming or welding of parts; improper treatment of finished material, such as scratching or abrading during fabrication or installation.
- Defects in the metal or in the fabrication (e.g. die lines, pitting, orifices holding gas, travel marks, ect.); Finish deterioration originating from exposed metal, such as unfinished saw cuts, unfinished punches, weep holes, or drill holes; incompatibility between materials including but not limited to corrosion due to contact with adjacent dissimilar metals such as stainless steel, ect; Damage to the painted material occasioned by moisture or other contamination detrimental to the finish because of improper storage of the finished metal prior to installation as outlined in AAMA Publication 10 "Care and handling of architectural aluminum from shop to site."

Exclusions:

105 Sebastian Industrial Place #10
Sebastian, FL 32958

Eastern Powdercoating Services, LLC

This limited warranty expressly excludes claims deriving from powder flaking, bubbling, peeling, chipping or otherwise delaminating from a product for known or unknown reasons. It is understood that powder coat, like other finishing processes used is understood to be economical and widely utilized in the finishing trades. Product is susceptible to failure because of normal wear and tear as well as unknown causes. Said occurrences are inherent and material in our environment.

Customer Guidelines:

The legal or monetary remedies described in this limited warranty are the sole exclusive remedies of the Customer. This limited warranty will be void if payment from Customer to distributor is not received. Eastern Powdercoating LLC makes no other warranty, either expressed or implied, regarding its products, or its selection and application, including but not limited to compliance with building codes, safety codes laws, merchantability or fitness for a particular purpose. Total liability for Eastern Powdercoating under this Limited Warranty is extended solely to the customer. It is non transferable and non-assignable and the Customer shall not permit or authorize its employees, agents, representatives, or customers to claim, represent or imply that this limited warranty extends or is available to anyone other than the customer.

In the event of a material breach by the customer that violates a condition of this warranty, Eastern Powdercoating LLC, its vendors, and wholesalers shall not have any liability for product failure claims.

Failure to pay Eastern Powdercoating LLC in full for original finishing services will automatically make this warranty null and void.

Eastern Powdercoating LLC will not be liable for incidental or consequential damages of any kind. The limited warranty of any products replaced or repaired under this limited warranty shall be limited to the remainder of the original Warranty period. No changes may be made to this document other than by the President of Eastern Powdercoating.

This warranty is provided in lieu of any other Warranty requirements or obligations, including those of project specifications or Non-Eastern Powdercoating general conditions or documents.

Claim Limitations:

Should Eastern Powdercoating determine, at its sole discretion that the product applied fails to comply with the terms of this Warranty:

- Eastern Powdercoating LLC reserves the right to pay for the repair or replacement of the defective product's powder coat for the unexpired portion of the warranty period.
- The monetary remedy available to client is limited to two times the cost of the replacement powder material of the same quality and type as originally applied to the product. This value is understood industry wide to be a reasonable cost to re-coat said product.
- This limited warranty specifically excludes any cost to remove, transport, strip, or re-install, said defective product.
- No vendor or installer associated with Eastern Powdercoating LLC may be held liable for legal or monetary damages caused by product failure.

Eastern Powdercoating Services, LLC

Notice:

All notices and claims given under or pursuant to this agreement shall be in writing and be sent by certified or registered mail, postage pre-paid, return receipt requested to Eastern Powdercoating Services LLC 105 Sebastian Industrial Place #10. Sebastian, FL 32958.

If client believes a warranty claim exists, client must notify Eastern Powdercoating Services LLC, in writing within 30 days after your discovery of the alleged defect otherwise the warranty is void as to that claim. Upon receipt of your written notice of claim, Eastern Powdercoating LLC shall determine the exact cause of the failure using ASTM, AAMA and NCCA testing procedures and personnel. The client's cooperation and assistance will be necessary in order to make any conclusions.

By proceeding to use our products and services on your project, directly or by way of a third party vendor, you accept the terms of this limited warranty.
