

Interpon D1010



Silver Global Warranty

Interpon D1010 Silver Product Performance Warranty

Akzo Nobel Coatings Inc. Interpon Powder Coatings, "Akzo Nobel" with a place of business at 4150 E. 56th St., Cleveland, OH 44105 warrants to;

(the Applicator)

that any **Interpon D1010** as identified by the Product Codes listed below which have been manufactured and supplied by Akzo Nobel to the Applicator for the application to architectural aluminium extrusions, sheets or panels for use in the fabrication of curtain wall, windows and door systems and other fabricated architectural aluminum sections on the project identified below. **Interpon D1010** will conform to the standards set out in Clause 1 and Clause 2 of this Warranty, subject to the terms and conditions set out in Clause 3 of this Warranty.

(duly authorized for and on behalf of Akzo Nobel)

(Name and designation)

(Signature)

(Date)

(duly authorized for and on behalf of Akzo Nobel)

(Name and designation)

(Signature)

(Date)

(duly authorized for and on behalf of the Applicator)

(Name and designation)

(Signature)

(Date)

Dated:

Warranty No:

This Warranty is subject to the attached terms and conditions (clauses 1, 2, and 3).

World Leader in Powder Technology

D1010 Silver Warranty

Clause 1. During the warranty period there will be:

1.1 Checking/Cracking. No visible checking or cracking of the **INTERPON D1010** on the building.

1.2 Chalking Resistance. No chalking of the **INTERPON D1010** on the building in excess of that represented by No. 8 rating based on ASTM D4214.

1.3 Color Retention. No color change of the **INTERPON D1010** on the building greater than 5 (five) CIE Lab AE units calculated in accordance with ASTM 2244 Section 6.3. Color change shall be measured on the exposed paint surface which has been cleaned of oil, grease, chalk, oxidized film or other contaminants, corresponding values shall be measured on the original retained batch panel. (Panel stored in the dark at temperatures below 30° C)

Clause 2. In addition, at the time of delivery and when tested on panels, we warranty:

2.1 Gloss Retention. Gloss Retention of the **INTERPON D1010** when applied to test panels will be in compliance with the requirements of AAMA2603-02 Clauses 6.8.1.2 after 1 year of exposure in Florida (facing 45° South).

2.2 Adhesion. Adhesion of **INTERPON D1010** when initially applied to test panels and measured by reference to AAMA2603-02 Clause 6.4.2 will show no removal of the film.

Clause 3. Warranty Terms and Conditions

3.1 The "Warranty Period" for the warranties in Clause 1 shall mean the period of ten (10) years, and for the warranty in Clause 2.1 shall mean one (1) year, commencing on the date the **INTERPON D1010** powder coating covered by this Warranty is used by APPLICATOR or alternately, six months from the date of the delivery of the specified **INTERPON D1010** powder coating to the APPLICATOR, whichever is sooner.

3.2 The performance warranties in Clauses 1 & 2 are strictly conditional upon i) Product being applied to aluminum alloys as specified in the Interpon D Approved Applicator Manual, or in communications to APPLICATOR by AKZO NOBEL from time to time, in accordance with the instructions contained on the relevant product data sheet (a copy of which is attached) and the relevant DIN, ISO, AAMA, Qualicoat or AKZO NOBEL Standard (as the case may be), and ii) retention by the APPLICATOR for the duration of this Warranty of a minimum of two (2) test panels coated from each batch of Product received by the APPLICATOR. It is understood that gloss, chalk, and color change may not be uniform if the surfaces are not equally exposed to the sun and the elements.

3.3 In the event of a valid claim AKZO NOBEL's only obligation shall be to provide replacement coating material and pay the proper costs of such reasonable labor and travel expenses as AKZO NOBEL deems necessary to repair the failure in-situ provided that AKZO NOBEL shall not be liable:

- i) for the first _____ of such repair costs of each and every individual claim from any of APPLICATOR's customers;
- ii) for any claim whether arising in contract, tort (including negligence), or otherwise for any consequential, economic, or other direct or indirect damage, loss, or expense including loss of profits, income, contracts, business, production or goodwill or for any claims made against the APPLICATOR by third parties;
- iii) unless written notice is given to AKZO NOBEL by the APPLICATOR within thirty (30) days after the date of detection of the matter giving rise to the claim and, in any event, not later than ten (10) years for a claim under the warranties in Clause 1, one (1) year for a claim under the warranty in Clause 2.1, and thirty (30) days for a claim under the warranty in Clause 2.2, commencing on the sooner of the date that the specified **INTERPON D1010** powder coating is used by the APPLICATOR or six (6) months from the date of delivery to the APPLICATOR;
- iv) unless a valid claim can be established under this Warranty such that the APPLICATOR can establish to the satisfaction of AKZO NOBEL that 5% or more of the total coated area to which the specified **INTERPON D1010** powder coating has been applied failed to meet the performance criteria referred to in Clauses 1 and 2, as a result of an error defect in the formulation or manufacture of the specified **INTERPON D1010** powder coating;

- v) for any claim made, or arising out of any damage or deterioration occurring during any period when the APPLICATOR did not meet the requirements for Interpon D Approved APPLICATOR status set out in the Interpon D Approved APPLICATOR Manual supplied to the APPLICATOR, of which the APPLICATOR hereby acknowledges receipt, or as communicated to the APPLICATOR from time to time;
- vi) unless the APPLICATOR shall prove to the reasonable satisfaction of AKZO NOBEL that the specified **INTERPON D1010** powder coating, as applied, has failed to meet the performance criteria in Clauses 1 and 2; or
- vii) if any of the circumstances set out in Clause 3.4 below applies.

Notwithstanding any other terms of this Warranty, any liability of AKZO NOBEL is conditional upon strict adherence to the pre-treatment and application procedures set out in the requirements of the Interpon D Approved APPLICATOR Manual, or as communicated to APPLICATOR from time to time. AKZO NOBEL specifically excludes any liability for failure of the coating arising out of the APPLICATOR's failure to comply with any of these obligations or requirements including, but not limited to, any failure in the adhesion of the coating such as, but not limited to any blistering, delamination, or flaking of the coating.

Any repairs under this Warranty shall only be carried out by AKZO NOBEL, or after consultation with AKZO NOBEL, by an APPLICATOR approved in writing by AKZO NOBEL. Should any correction of the specified **INTERPON D1010** powder coating be required it is a condition of this Warranty that the APPLICATOR obtain two written quotations for the repair and submit them to AKZO NOBEL for approval. AKZO NOBEL reserves the right to reject any or all quotations submitted for the correction of any potential claim and may obtain an alternative quotation to cover any agreed repairs.

AKZO NOBEL's total liability under this warranty to the APPLICATOR in respect of any one claim or the aggregate of any series of claims relating to Product shall not in any event exceed in the aggregate _____.

3.4 AKZO NOBEL shall not incur any liability under this Warranty whatsoever in the event that any one or more of the following circumstances occur:

- i) the pre-treatment, application, curing, testing and quality management procedures are not carried out strictly in accordance with the requirements of the Interpon D Approved Applicator Manual or Product "Approved Applicator" status as communicated by AKZO NOBEL to the APPLICATOR in writing from time to time;
- ii) there is any failure in the adhesion of the coating with the exception of that provided for under Clause 2.2 of this warranty;
- iii) damage to or deterioration of the coating system arising from causes beyond the control of AKZO NOBEL such as but not limited to mechanical damage, fire damage, malicious damage, pollution and abnormal weather conditions;
- iv) where surfaces have been re-coated or touched up, where more than one coat of Product has been applied or has been stripped and then re-coated with Product without the prior written agreement of AKZO NOBEL;
- v) where failure is associated with prolonged exposure of the coatings to temperatures in excess of 110°C or to acid or other hazardous sources which are known, are believed to be or are damaging to powder coatings;
- vi) where failure is associated with continuous exposure of the coating to the direct influence of zones of salt water unless prior to the application of the coatings AKZO NOBEL has consented in writing to the APPLICATOR to warranty the coating as applied to the property in a specific location;
- vii) where Product has been stored for periods of time not in accordance with the product data sheet recommendations;
- viii) where the coated surfaces have not been maintained by the APPLICATOR in accordance with AKZO NOBEL's recommended maintenance procedures;
- ix) where failure is associated with the use of adhesive tapes or with the use of sealants or mastics;

- x) where failure is associated with jig marks or other fixing points;
- xi) where failure is associated with fabrication activity carried out after the application of the Product including but not limited to bending, elongation, cutting, sawing, milling or drilling;
- xii) damage or deterioration caused by any default or misuse of Product by the APPLICATOR or any third party;
- xiii) any claim arises out of the use of Product in conjunction with equipment or materials not set out in AKZO NOBEL's published product literature or reasonably contemplated by AKZO NOBEL;

3.5 The APPLICATOR shall maintain and in the event of a claim, shall make available to AKZO NOBEL or its nominees for inspection and/or copying, the following records: i) pre-treatment plant records; ii) oven temperature records of curing ovens during stoving; iii) application records and quality control records for each production job; iv) maintenance records including details of washing and cleaning procedures; and v) any other data relevant to the service history of the coating system. In addition the APPLICATOR shall permit AKZO NOBEL, should AKZO NOBEL so request, to inspect the property to which the **INTERPON D1010** has been applied. Repairs under this warranty may only be carried out by AKZO NOBEL or, after consultation with AKZO NOBEL, by an APPLICATOR approved by it in writing.

3.6 If, whether pursuant to this warranty, or approval of the APPLICATOR as an approved APPLICATOR or otherwise, AKZO NOBEL carries out any testing in connection with the APPLICATOR's procedures or operation or makes any recommendations, suggestions, or advice in respect thereof or provides the APPLICATOR, its employees, agents or contractors with technical advice relating to the use or application of **INTERPON D1010** (including without limitation the matters set out in the Product Manual) or plant and equipment used in connection therewith or otherwise (any such test, recommendation, suggestion, advice, technical advice, plant or equipment being referred in this Clause 3.6 as "Services"), AKZO NOBEL shall not be liable in respect of any act, omission, deficiency, neglect or otherwise in the provision of any Services or any matter associated therewith.

3.7 The APPLICATOR agrees at all times hereafter to hold harmless and indemnify AKZO NOBEL against all third party claims for loss, damage, or expenses brought against AKZO NOBEL of whatsoever nature and howsoever arising caused by or related to **INTERPON D1010**, the coating system, its application, repair or replacement under this warranty, or by, or as a result of the provision of any Services, as defined in Clause 3.6 above.

3.8 Notwithstanding anything to the contrary in this warranty, nothing in this warranty shall exclude, restrict or limit AKZO NOBEL's liability for death or personal injury resulting from its negligence nor affect the APPLICATOR's statutory rights in this respect.

3.9 This warranty sets out AKZO NOBEL's entire liability for any fault or claim arising out of or in connection with the quality or condition of all **INTERPON D1010** supplied to the APPLICATOR. ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND TERMS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL AS TO ANY SUCH MATTERS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

3.10 This warranty will only apply where the property to which **INTERPON D1010** as applied is installed on premises in the United States and Canada.

3.11 Any alteration to or modifications of this warranty must be in writing and signed by authorized representatives of the APPLICATOR and AKZO NOBEL.

3.12 This Warranty is granted to the APPLICATOR alone as the purchaser of **INTERPON D1010** and is non-transferable and non-assignable in whole or in part. The APPLICATOR shall not itself nor permit its agents, representatives or contractors to represent or to imply that this warranty extends to or is available to anyone other than the APPLICATOR. This warranty shall not be enforceable by any third party. All communications relating to this warranty shall be in writing and duly deemed served three days after it has been sent First Class registered mail, or immediately upon receipt if delivered by hand or properly send by telex or facsimile transmission.

3.13 AKZO NOBEL's Terms and Conditions of Sale from

time to time in force govern all sales of **INTERPON D1010** except that in the event of any conflict between the Terms and Conditions of Sale and this warranty, the terms of this Warranty shall prevail.

3.14 The words "checking", "cracking" and "chalking" have the meaning given to them in Paint and Coatings dictionary by the Federation of Societies for Coatings Technology 1978.

3.15 This warranty represents the entire agreement between parties in relation to its subject matter and supercedes and previous agreement whether written or oral between the parties in relation to its subject matter. This Warranty shall be constructed in accordance with Tennessee law. The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Warranty. If the matter is not resolved by negotiation the parties will refer the dispute to mediation in accordance with CPR (CPR Institute for Dispute Resolution) procedures. If the parties fail to agree terms of settlement within 30 days of the commencement of the CPR procedure the dispute shall be subject to the exclusive jurisdiction of the Tennessee courts.

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