

September 15, 2011

SPRAY TRINAR® 20-YEAR LIMITED WARRANTY

SECTION A: PARTIES

AKZO NOBEL COATINGS INC. ("AKZO NOBEL") extends the following limited warranty to SÉRIE-ACT PEINTURE ("SÉRIE-ACT") concerning sales of TRINAR® by AKZO NOBEL to SÉRIE-ACT for SÉRIE-ACT'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 TRINAR® which are purchased by SÉRIE-ACT after this document is signed by AKZO NOBEL and SÉRIE-ACT, 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 TRINAR® 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 SÉRIE-ACT that most coatings, including TRINAR®, 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 TRINAR® 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 twenty (20) years, provided that all conditions of this warranty are first met:

1. TRINAR® will not crack, peel, or flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation; and
2. TRINAR® will not change color more than seven (7) 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. TRINAR® will not chalk more than a number eight (8) rating when measured per ASTM D 4214, Method A.

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. TRINAR® which is applied to other than first quality aluminum;
2. TRINAR® 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. TRINAR® 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, SÉRIE-ACT 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. TRINAR® topcoats which are not applied as a complete AKZO NOBEL system. A complete AKZO NOBEL system means a TRINAR® 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. TRINAR® 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. TRINAR® TEC formulations that are considered "exotic" in color, are very bright and clean and require a TRINAR® Clear topcoat.

If TRINAR® 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 TRINAR®.

SECTION E: WHAT MUST SÉRIE-ACT DO TO KEEP THIS LIMITED WARRANTY COVERAGE?

SÉRIE-ACT must do the following things to have the benefit of this limited warranty:

1. Each batch of TRINAR® must be checked by SÉRIE-ACT prior to full production use via agreed upon quality parameters which constitute a representative method to assure conformance to SÉRIE-ACT'S own physical and fabrication requirements;
2. SÉRIE-ACT 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 SÉRIE-ACT for a period of no less than twenty-two (22) years and said records shall be available to AKZO NOBEL upon request; and
3. SÉRIE-ACT 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 TRINAR® 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. SÉRIE-ACT--or SÉRIE-ACT's customer--may elect to obtain a cash settlement from AKZO NOBEL in lieu of the remedies set forth above. Should SÉRIE-ACT 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 SÉRIE-ACT will not be covered by this limited warranty; and 2.) AKZO NOBEL will pay SÉRIE-ACT or its customer the agreed upon settlement amount upon receipt from SÉRIE-ACT 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 SÉRIE-ACT 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 SÉRIE-ACT SET FORTH HEREIN ARE EXCLUSIVE.

SECTION I: OTHER TERMS

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



This is our complete warranty. It is issued only to SÉRIE-ACT, and is not assignable to any other party. As an inducement for AKZO NOBEL to make this limited warranty, SÉRIE-ACT also agrees that it will not itself warrant the performance of articles made from aluminum coated with TRINAR® to any party more commercially remote than the original owners of articles made from aluminum coated with TRINAR®.

The rights and obligations of the parties hereunder shall not be governed by the provisions of the UN convention on contracts for the International Sale of Goods; rather, these rights and obligations shall be governed by the laws of the State of Ohio, USA. Any controversy or claim arising out of or relating to this contract shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be three. The place of arbitration shall be Columbus, Ohio, USA. The language of the arbitration shall be English.

AKZO NOBEL COATINGS INC.
P. O. BOX 489 - COLUMBUS, OH 43216-0489

AKZO NOBEL COATINGS INC.

Signed: 
Ben Mitchell
Title: Manager, Extrusion Coatings

Date: September 15, 2011

Signed: 
W. Scott Hanna
Title: Manager, IC Coil Americas

Date: September 15, 2011

SÉRIE-ACT PEINTURE

Signed: 

Name: CARL Actead

Title: PDS

Date: 12-10-11

THIS LIMITED WARRANTY IS NOT IN FORCE UNTIL RECEIPT OF THE FULLY-EXECUTED COPY HAS BEEN ACKNOWLEDGED BY AKZO NOBEL.