



Axalta Coating Systems

Warranty Agreement

(ONE YEAR)

between

Axalta Coating Systems, LLC

(Hereinafter “Axalta” or “Seller”)

and

(Hereinafter “Customer” or “Buyer”)

1.) SCOPE OF WARRANTY

This Warranty Agreement sets out the entire liability of Axalta for any fault or claim arising out of or in connection with the quality or condition of Alestas AR300 (“Products”) supplied to Customer.

Subject to the terms and conditions of this Warranty Agreement, Axalta warrants, that within the Warranty Period set forth in Section 2, Products will meet the standard criteria (“Standard Criteria”) as set forth in **Appendix 1**.

This Warranty Agreement does not cover the quality of the application of Products as such, but only the Standard Criteria set forth in this Section 1. Customer shall remain solely responsible for the application of Products.

This Warranty Agreement shall only be valid if Axalta has approved in writing the metal used as a surface (origin and grade of aluminum alloy), the entire operating process of the surface pre-treatment and the recording of the curing oven. Customer shall provide in advance all relevant information, including but not limited to project specifications in writing to Axalta.

If Customer uses Products in exterior architectural applications this Warranty Agreement shall only be valid if Customer informs Axalta about the object onto which Customer intends to apply Products (“Object”) and if Axalta has given its prior written consent to such use.

Any other application does not fall within this Warranty without the prior written consent of Axalta.

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2.) WARRANTY PERIOD

The Warranty Period shall mean a period of one (1) year per AAMA 2603-13 specification for:

- 7.3 Dry Film Hardness.
- 7.4 Film Adhesion
- 7.5 Impact Resistance
- 7.6 Chemical Resistance
- 7.7 Corrosion Resistance
- 7.8 Weathering Resistance

3.) EXCLUSIONS

This Warranty shall not apply if a failure of the Products may be associated to any one or more of the following circumstances:

- Customer does not comply with the guidelines issued by Axalta with respect to pre-treatment of the surface, cleaning of the surface of the Object, maintenance of Products and Object, repair of damage, storage/assembly on site and final location. Those guidelines are attached hereto as **Appendix 2**;
- Any cause beyond the control of Axalta including but not limited to architectural and engineering design, acts of vandalism, defective or improper workmanship by the installer, mechanical damage, mechanical shocks, considerable thermal shocks, fire, pollution and abnormal weather conditions;
- Surfaces that have been recoated or touched up; More than one coat of Products has been applied to any surface, or any surface has been stripped and recoated with Products without the prior written agreement of Axalta;
- Prolonged exposure of the Products to temperatures in excess of 70 ° C/158° F, or to acid or other hazardous sources which are known or believed to be damaging to powder coatings;
- Galvanic coupling by contact between different metal elements;
- Any defect caused by the sawing of, or the drilling, milling or punching holes in the coated surface, which are not then adequately sealed with a suitable sealant or mastic;
- Any defect caused by the use of adhesive tapes, or with the use of sealants or mastics;
- Any defect caused by jig marks or other fixing points;
- Products are not used in accordance with Alesta AR300 Technical Data Sheet;
- Products that fall outside the parameters listed in Alesta Generic Technical Data Sheet;
- Use of Products in conjunction with equipment or materials not set out in the product literature published by Axalta or reasonably contemplated by Axalta;

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- Repair carried out by Customer without prior written consent of Axalta;
- Less than 5% of the total area coated with Products have failed to meet the Standard Criteria as set forth in Section 1;
- Any alteration, modification or repair by a third party not expressly nominated or approved in writing by Axalta;
- Failure or defect was known to Customer at the time of application;
- Customer used Products in connection with other powder coatings;
- Where continuous exposure of the product to the direct influence zones of salt water (within one (1) statute mile of the ocean, sea or harbor).
- Any willful or negligent action of Customer, subcontractors and any other third party, participating in the project, their respective affiliates, officers, directors, employees and agents;
- Invoices for supplied Products have not been fully paid by Customer;
- Paint failures due to rust or corrosion originating from the substrate;
- Paint failures resulting from work performed by non-Axalta certified applicators and installers;
- Paint failures caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing, or aggressive mechanical wash systems;
- Paint failures caused by abuse, accidents, acid rain, chemical fallout or acts of nature;
- Custom finishes, exotic finishes or decal not applied by Customer;
- Paint failures resulting from Products misuse or abuse;
- Paint failures that are not inspected by an authorized Axalta representative.

4.) AUDIT/RECORDS

If Customer uses Products in exterior applications Customer shall ensure that the project owner of the Object will grant Axalta at any time access to the Object which will be coated with Products or into which material coated with Products will be built.

If Customer coats surfaces in its own manufacturing facilities it shall grant Axalta upon written request access to all its plant areas, testing departments, warehouses and adjoining areas which are affected by the pre-treatment of surfaces to be coated with Products, the coating of the surfaces with Products or the curing of the surfaces.

Customer, its affiliates and subcontractors shall keep sufficient records (by means of production records, inspection logs, invoices etc) related to the use of Products (reference number, batch number, quantity, location of Object and results of quality control tests) for the Warranty Period plus one year. Upon written notice Axalta may inspect these records at any time.

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5.) CLAIM HANDLING/LIABILITY

This Warranty Agreement shall only apply if Customer complies with the following claim handling procedure:

- Customer shall give Axalta written notice within thirty (30) days after the date of detection of the matter giving rise to the claim indicating the circumstances of the damage, the known and assumed causes therefor, and the type and estimated amount of the damage;
- Customer shall prove to the reasonable satisfaction of Axalta that the Products, as applied, have failed to meet the Standard Criteria set forth in **Appendix 1**;
- Customer shall forward immediately to Axalta all reports, summonses, certificates, legal abstracts and procedural documents submitted, delivered or notified, in particular but not limited to:
 - ♦ Pre-treatment plant records
 - ♦ Oven temperature records of curing oven during stoving
 - ♦ Maintenance records including details of washing and cleaning procedures
 - ♦ Any other data relevant to the service history of the coating system.

In the event of a claim, only written documentation will be taken into account. Any oral advice provided by employees of Axalta is regarded as being non-binding.

Provided that Customer correctly submits and substantiates its claim, the liability of Axalta covered by this Warranty Agreement shall always be limited to 90% of the reimbursement of costs for replacement of Products and reasonable costs for the on-site repair of the damaged coating surface to a maximum of \$100,000 US Dollars per calendar year (the "Liability Amount"). A series of complaints relating to incidents with the same cause shall be regarded as one complaint or incident or damage.

Taking into account an allowance for fair wear and tear of the coating the liability of Axalta will be limited to the reimbursement rate, representing the prorating of the Liability Amount as shown in the scale attached in **Appendix 3**.

Customer shall bear at least 10 % of the total repair costs and a minimum of \$5,000 US Dollars per incident on its own.

Notwithstanding any other term of this Warranty Agreement Axalta shall in no event be deemed or held liable or accountable upon or under any other guarantee or warranty, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

Axalta shall not be liable for any claim whether arising in contract, tort (including negligence) or otherwise for any consequential or other indirect damage or loss and expense, including but not limited to loss of profits, income, business etc.

Notwithstanding anything to the contrary in this Warranty Agreement, nothing in this Warranty Agreement shall exclude, restrict or limit the liability of Axalta for death or personal injury resulting from the negligence of Axalta nor affect Customer's statutory rights in this respect.

The liability of Axalta shall in no event exceed the liability of Customer against the end-customer. No warranty, written or implied, concerning the Products shall be extended, or made available, to anyone other than the Customer.

For all supplies and related services under this Warranty Agreement the General Terms and Conditions of Sale – Export of Axalta in their most current version shall apply. The most recent version of the General Terms and



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Conditions of Sale of Axalta is attached hereto as **Appendix 4**. In the event of conflict between the terms of such General Terms and Conditions and the terms hereof, the terms of this Warranty Agreement shall prevail.

6.) MISCELLANEOUS

This Warranty Agreement supersedes any and all prior agreements between Axalta and Customer in respect of the sale of the Products. No amendment of this Warranty Agreement shall be valid unless made in writing signed by both parties.

Axalta granted this Warranty to Customer as the purchaser of Products alone. Therefore Customer shall not be entitled to assign or transfer this Warranty Agreement in whole or in part.

This Warranty Agreement shall be interpreted and construed in accordance with the laws of Delaware without consideration to its conflict of laws provisions, and to the exclusion of the United Nations Convention on the International Sale of Goods.

Courts of Pennsylvania or, at the option of Axalta, the courts of Customer's principal place of business, shall have jurisdiction over any controversy which may arise hereunder unless the parties agree otherwise in writing.

Axalta Coating Systems, LLC

Benada Aluminum Products, LLC

By

By _____

Name:
Title:
Date:

Name:
Title:
Date:



ALESTA® AR300 WARRANTY AGREEMENT

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Appendix 1

to the Warranty Agreement between
Axalta and Benada Aluminum Products, LLC

STANDARD CRITERIA

Refer to AAMA 2603-13.

This warranty will not take effect until sample panels representative of the finish systems are prepared and painted by Customer, submitted to Axalta for testing, and approved. Panel testing is required whenever there is a change in the process, including changes in brands of chemicals.

Laws and building and safety codes governing the design, engineering and construction of installations vary widely. Axalta assumes no responsibility or obligations with respect to the selection of Products for the installation or the design, engineering and construction of the installation.

AAMA

Technical Information Center
1827 Walden Office Square Suite 104
Schaumburg, IL 60173
Phone: (847) 303-5664
Fax: (847) 303-5774

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Appendix 2

to the Warranty Agreement between
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AXALTA GUIDELINES

- I. Extrusions/Substrate Storage: identifying records for all batches of extrusions/substrates must be kept along with the manufacturer, date received, and type of alloy.

- II. Pre-treatment:
 - A. Metal Preparation and Pre-Treatment must be in accordance with AAMA 2603-13, 6.0. Use chrome phosphate conversion coating, which conforms to ASTM D 1730, Type B, method 5 or 7. Or suitable chrome-free such as E-CLPS[®] from Bulk Chemicals. Chrome Phosphate is required for coastal marine applications. Coastal marine is considered to be 1 statute mile inland of a salt bearing body of water. Non chrome containing pretreatments which are approved and recognized are acceptable for inland applications. Minimum coating weight should be >30mgs/ft²
 - B. Follow instructions from pre-treatment chemical supplier.
 - C. Apply powder coating no more than 16 hours after pre-treating substrate.
 - D. Use clean lint-free gloves when handling pre-treated substrates.
 - E. Insure that the temperature of the dry-off oven and substrate does not exceed recommendation from pre-treatment chemical supplier.
 - F. Proper record log must be kept on every shift daily to include:
 1. Multi-stage washer: Stage and description such as clean, rinse, etc., stage temperature, pH, dissolved solids, concentration, and additions.
 2. Dry-off oven temperature
 3. Coating weights on a regular basis

- III. Powder Application
 - A. The powder product code, batch number(s) and box numbers should be recorded with the job number.
 - B. Record the date the coating is applied.
 - C. Record application recipes for guns, gun movers, and controllers.
 - D. Good housekeeping practices must be used to keep contamination from occurring.
 - E. The minimum coating thickness for primary surfaces must not go below 2.1 mils film thickness with an average film thickness of not less than 2.5 mils. For marine and pool applications the minimum film

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thickness must be 2.5 mils film thickness with an average film thickness of not less than of 2.8 mils.

Product specific minimum film recommendations can be found on the product data page and must be adhered to.

IV. Curing

- A. Follow curing recommendation on the technical data sheet.
- B. Curing times are listed at metal temperature so adequate ramp up time should be calculated for varying metal thickness.
- C. Generally infra red ovens of any type are not suitable for curing architectural grade powders.
- D. Indirect fired convection ovens are recommended.
- E. Do not exceed recommended curing temperature on technical data sheet.
- F. Metal temperature recordings accomplished with a device such as DataPaq recorder should be done with a production load at least once a month.
- G. Keep record of line speed, line speed changes, and line stoppages.

V. Testing

- A. Two percent of total parts coated must be tested by the applicator. Any failure will increase the percent to be tested to 25% and additional failures will cause all the coated parts to be tested.
- B. Tests to be performed: film thickness, gloss, color, solvent cure, crosshatch adhesion, and permeability.
- C. Tested samples must be retained by the applicator for a minimum of 2 years over and above the warranty period.
- D. Samples must be made available to Axalta on a monthly basis.

VI. Packaging

- A. All coated substrate is to be cooled to a temperature that is comfortable to handle; not greater than 100°F.
- B. Protective packaging shall be used to protect coated parts during shipping.
- C. Any adhesive tapes should be easy to remove from the coated parts.

VII. Repair

- A. Use modified acrylic lacquer for the repair of damaged areas such as scratches.
- B. Touch-up lacquer's can be purchased through a variety of specialty touch-up paint manufacturers.
- C. Follow the manufacturers' instructions for preparation and application.
- D. More severe damaged areas may require field applied chrome conversion coating and a liquid primer.
- E. The Axalta Warranty Agreement does not apply to any touched up areas of the warranted project.



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VIII. Cleaning

- A. Periodic cleaning and inspection is required per the table below to remove contaminants which can cause chemical or mechanical film degradation if left exposed for long periods of time.
- B. Cleaning and inspection must commence immediately after installation to clean any soils, concrete or other contaminants that have been deposited during this time. For application of warranty cleaning must be documented and proper records kept or warranties are considered null and void.

Non-hazardous Environments	Clean and Check every 12 months
Tropical Environment	Clean and Check every 9 months
Swimming and Leisure Pools	Clean and Check every 3 months
Marine Environment	Clean and Check every 3 months
Industrial Environment	Clean and Check every 3 months
Hazardous Environments	Clean and Check every 1 month

- C. Do not use abrasive cleaners or abrasive implements such as steel wool, sandpaper or wire brushes.
- D. Cleaning agents should always be tested in a not easily seen area of the substrate before use.
- E. Strong solvents should not be used.
- F. Always rinse cleaner with plentiful amounts of clean water.
- G. Mildew can be removed with a solution of:
 - 1). 1/3 cup detergent
 - 2). 2/3 cup trisodium phosphate
 - 3). 1 quart sodium hypochloride, 5% solution (Chlorox®)
- H. Reference AAMA 609 & 610-02 "Cleaning and Maintenance Guide for Architecturally Finished Aluminum.



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Appendix 3

to the Warranty Agreement between
Axalta and Benada Aluminum Products LLC

PERCENTAGE OF LIABILITY SCALE

Alesta AR300 Color/Film Integrity-Hexavalent Chrome & Non Chrome Pretreatment

Year of Warranty

Reimbursement rate

Year 1

100%



ALESTA® AR300 WARRANTY AGREEMENT

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Appendix 4

to the Warranty Agreement between
Axalta and _____

GENERAL TERMS AND CONDITIONS OF SALE OF AXALTA

PROPER USE OF PRODUCT

If the merge number of this shipment differs from previous shipments, keep separate unless your tests prove this is unnecessary.

STANDARD CONDITIONS OF SALE

1. Unless otherwise indicated on the face of this Warranty Agreement, title, liability for and risk of loss to Products sold hereunder (the "Products") passes to Buyer upon loading for shipment at Seller's producing location.
2. Seller warrants only to Buyer that the Products delivered hereunder meet Seller's standard specifications for the Products as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein, except as expressly provided in this section and section 5 hereof, seller makes no express or implied warranty (including, without limitation, the warranties of merchantability, fitness for a particular purpose or from any course of dealing or trade usage) regarding the product. Buyer, having the expertise and knowledge in the intended use of the Products and any articles made there from, assumes all risk and liability for results obtained by the use of the Products, whether used alone or in combination with other materials.
3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Products so delivered or not delivered, as the case may be. No Products shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Products that have been processed in any manner. Claims include without limitation, claims of any kind, whether or not (a) for loss, damage, expense or injury, (b) with respect to the Products delivered or for non-delivery of the Products, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.
4. Buyer's exclusive and sole remedy for any claim shall be a refund of the amount of the purchase price paid for the product in respect of which damages are claimed, and in no event shall seller's liability for any claim be greater than that amount.
5. Seller warrants that the use or sale of the Products delivered hereunder will not infringe the claims or any validly issued United States patent covering the Products themselves, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in operation of any process, or (b) the compliance by Seller with any specifications provided to Seller by Buyer.
6. Neither party shall be liable for special, indirect, incidental, punitive or consequential damages (including, without limitation, damages for loss of business profits, business interruption or any other loss), under this Warranty Agreement, whether or not caused by or resulting from the breach of contract, negligence, or other wrongful act or omission of such party even if such party has been advised of the possibility of such damages.

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7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by Act of God, fire, explosion, flood, war, act of terrorism, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply, fuel, power, material, equipment or transportation, commercial Impracticability, failure of computer systems to operate properly or alteration, destruction or loss of electronic records or data, and any other circumstances beyond the control of the Party affected. Quantities so affected may be eliminated from this Warranty Agreement without liability, but this Warranty Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Warranty Agreement.
8. If this Warranty Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefore as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.
9. If for any reason, including, without limitation, Force Majeure, Seller is unable to supply the total demand for Products, Seller may distribute its available supply among any or all purchasers as well as other businesses of Seller, its business units, affiliates and subsidiaries, on such basis as Seller may deem fair and practical without liability for any failure or performance that may result there from. Seller shall have no obligation to purchase the Products to enable Seller to supply Buyer under this Warranty Agreement.
10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.
11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle process or sell the Products and advise such parties to familiarize themselves with such information.
12. Buyer shall reimburse Seller for taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.
13. Buyer shall pay all invoices issued under this Warranty Agreement within thirty (30) days from the date of invoice. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility. Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.
14. This Warranty Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. Seller reserves the right to sell, assign or otherwise transfer its right to receive payment under this Warranty Agreement.
15. Failure by either Party, at any time, to require performance by the other Party or to claim a breach of any provision of this Warranty Agreement shall not be construed as a waiver of any right arising under this Warranty Agreement, including the right to require subsequent performance or contest any subsequent breach.

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16. In addition to the Terms and Conditions of sale set forth herein, any Special Conditions of Sale set forth in the current price list for the Products or attached hereto shall apply and are incorporated by reference herein.
17. If any term or provision of this Warranty Agreement shall be found to be invalid, illegal or unenforceable, this Warranty Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
18. This Warranty Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Delaware, U.S.A., without regard to choice of law or conflicts principles of any jurisdiction, including Delaware, and the courts of Delaware shall have exclusive jurisdiction over any disputes or issues arising under this Warranty Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Warranty Agreement or the performance thereof or any aspect of any dispute arising there from. These commodities, technology or software were exported or must be exported from the United States in accordance with the Export Administration Regulations. Export contrary to U.S. law is prohibited.
19. Except as may be contained in a separate trademark license, the sale or Products (even if accompanied by documents using a Axalta trademark or trade name) do not convey a license, express or implied, to use any Axalta trademark or trade name in connection with Products.
20. This Warranty Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgement or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Warranty Agreement by Buyer, acceptance of the terms and conditions hereof by Buyer shall be indicated and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof. Seller shall have the right to amend, modify, or change this Warranty Agreement in case of legislation, government regulation, or changes in circumstances beyond the control of Seller that might affect materially the relationship between Seller and Buyer.
21. In the event there is a need to return Products to Seller, please contact your sales representative in order to initiate the proper Return Material Authorization (RMA). Buyer acknowledges that our receiving sites cannot accept returns without this information. Products may be returned under the following conditions: (i) the Products invoice date is within sixty (60) days of the return date; (ii) the Product containers are unopened, sealed and in the original packaging; and (iii) during the time in Buyer's possession, the Products were stored within recommended storage parameters.

Due to cost associated with returned Products, there will be a 15% restock fee and the Buyer will be responsible for all freight. For defective Products, please contact your sales representative for specific instructions.