



Linetec and <Paint Vendor> make the following Limited Warranty to <Cust>, for Project # <#> - <project name, city state>, concerning the use of <paint name> <50% Kynar coating> <code>.

**SAMPLE**  
**5 YEAR LIMITED WARRANTY**  
**50% Kynar Coating**

Thank you for purchasing our <50% Kynar coating> family of spray coatings for aluminum. We are pleased to present you with <Paint Vendor>'s five (5) year <50% Kynar coating> Limited Warranty and Linetec's five (5) year paint application Limited Warranty.

The warranty period for each of these limited warranties starts on the first date of paint application.

<Paint Vendor> warrants that for five (5) years after the Effective Date, the factory applied finish supplied by <Paint Vendor> and applied by Linetec:

- a) Will not chip, crack or peel (lose adhesion) but this does not include minute fracturing which may occur in proper fabrication of building parts.
- b) Will not chalk in excess of ASTM D-4214-89 number eight (8) rating, determined by the procedure outlines in ASTM D-4214-89 specification test.
- c) 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-2244-93 method 6.3. It is acknowledged by Customer that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

In this Limited Warranty micas and metallics are exempt in this warranty from item C due to the inability to accurately measure color; mica and metallic flakes reflect and scatter light in random patterns.

Exotic colors will receive a full five (5) year warranty if they have the <Paint Vendor> recommended clear coat applied.

Linetec's Limited Warranty will apply where the failure is caused by the misapplication of the <50% Kynar coating> products (that is in situations where the coating was not applied in accordance with ASTM D 1730, Type B, Method 5 or ASTM B 449 Section 5).

If you believe that the <50% Kynar coating> products you purchased fail to comply with either <Paint Vendor>'s or Linetec's Limited Warranty, the company whose Limited Warranty has been breached in that company's opinion will pay for labor and material for repainting, or repairing the part showing the failure. In the event that both <Paint Vendor>'s and Linetec's Limited Warranties are breached, in their opinions, the companies will be jointly responsible for performing corrective work. But in either case, you must notify Linetec of the alleged failure in writing within thirty (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, Linetec will determine the exact cause of the failure using ASTM, AAMA and NCCA testing procedures as specifically as possible. Your cooperation and assistance will be necessary to make these determinations. Should Linetec determine, at its sole discretion, that the <50% Kynar coating> products failed and that the terms of this Limited Warranty apply, Linetec will repair, or replace the part, at its sole discretion. If Linetec repaints, it will use standard painting practices, but will not necessarily use <50% Kynar coating> products. Linetec reserves the right to approve any contract between customer and any third party for the purpose of correcting the defective product. This Limited Warranty only applies to the part refinished, repaired, re clad, or replaced for the unexpired portion of the Warranty period.

Neither <Paint Vendor>'s nor Linetec's Limited Warranty applies when the failure is caused by things that we don't control. Such intervening events or circumstances include, but are not limited to the following:

- o Acts of nature;
- o Fire, floods or other casualty or physical damage;
- o Government restrictions;

- Acts of aggression or terrorism by any person or entity;
- Harmful fumes or foreign substances in the environment;
- Improper storage or packaging of the part or product before installation (e.g. water damage due to condensation);
- Product failure due to improper usage and/or application;
- Failure to provide reasonable routine and documented maintenance, and/or improper maintenance, including, but not limited to, use of chemical cleaning agents not in accordance with AAMA recommendations or failure to use a systematic maintenance cleaning program in areas of high salt concentration;
- Corrosive atmosphere 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 or materials supplied by others;
- Post forming or welding of parts; Improper treatment of finished material, such as scratching or abrading during fabrication or installation, or fabrication at temperatures below 60° F;
- Defects in the metal or in the fabrication (e.g. die lines, pitting, travel marks, etc.);
- Previously painted material unless it has been stripped to bare aluminum by Linetec;
- Material which is used outside the continental U.S., unless expressly approved in writing by Linetec;
- Corrosion of the metal substrate;
- Finish deterioration originating from unpainted or exposed metal, such as unfinished saw cuts, unfinished joinery edges, punches, weep holes, or drill holes; Incompatibility between materials, including, but not limited to, galvanic corrosion due to contact with adjacent dissimilar metals such as stainless steel, etc;
- Damage to the painted metal 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."

The legal remedies described in this Limited Warranty are the sole exclusive remedy of Customer. This Limited Warranty shall be void if payment from Customer is not received within the period listed in Customer's contract or PO or in the absence of a specific time period within a commercially reasonable time frame.

LINETEC MAKES NO OTHER WARRANTIES, EITHER EXPRESS 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 Linetec under this Limited Warranty for any reason or origin is limited in total to the original purchase price for finishing the part(s). This Limited Warranty is extended solely to the Customer. It is nontransferable 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 of any of the conditions of this Limited Warranty, Linetec shall have no liability for any Product failure claims.

Failure to pay Linetec in full for original finishing services will automatically make this Limited Warranty null and void.

Linetec will not be liable for indirect, 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. Linetec reserves the right to reasonable field access to diagnose and repair any product alleged to be defective. This Limited Warranty may not be modified by anyone and it may not be changed by provisions or statements in any documents, included but not limited to your purchase order forms or our acceptance forms, unless such changes are made in writing and signed by the president or a vice president of Linetec.

This Limited Warranty is provided in lieu of any other warranty requirements or obligations, including those of Project Specifications or Non-Linetec General Conditions or documents.

All notices given and claims made under or pursuant to this Limited Warranty shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested to: Linetec, Attn: President, 725 S. 75<sup>th</sup> Avenue, P. O. Box 1767, Wausau, WI 54402-1767 and <Paint Vendor> Attn: <address>

By proceeding to use our products and services on your Project, you accept the terms of these Limited Warranties.

**SAMPLE**

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**Rick Marshall, President**

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**Date**