



# SAMPLE

## 10 YEAR LIMITED WARRANTY

### <70% PVDF>

Linetec warrants to its direct customer that <70% PVDF> coatings applied by Linetec, to aluminum material, for a period of ten (10) years from the effective date. The warranty period for each of these limited warranties starts on the first date of paint application against defective materials or workmanship which could result in:

- a) Will not chip, crack or peel when viewed at a distance of 3 meters; 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 number eight (8) rating, determined by the procedure outlined in ASTM D-4214 specification test. Excludes all corrosion-related conditions.
- 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. 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.

If a Linetec applied <70% PVDF> coating is found and verified to be defective by this Limited Warranty, Linetec will repair or replace the part showing the failure, at its sole discretion.

Linetec assumes no responsibility for and this Limited Warranty and this Limited Warranty does not cover failures arising from:

- o Acts of nature;
- o Fire, floods or other casualty or physical damage;
- o Government restrictions;
- o Acts of aggression or terrorism by any person or entity;
- o Harmful fumes or foreign substances in the environment;
- o Improper storage or packaging of the part or product before installation (e.g. water damage due to condensation);
- o Product failure due to improper usage and/or application;
- o 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;
- o Corrosive atmosphere found in the interior of buildings, which affect the interior surface of material;
- o Standing or ponding water on the metal;
- o Excessive building movements;
- o Work performed or materials supplied by others;
- o 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;
- o Defects in the metal or in the fabrication (e.g. die lines, pitting, travel marks, etc.);
- o Previously painted material unless it has been stripped to bare aluminum by Linetec;
- o Material which is used outside the continental U.S. or Canada, unless expressly approved in writing by Linetec;
- o Corrosion of the metal substrate for any reason;
- o Any external contaminant or condition which causes coating degradation or delamination;

- o 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;
- o Damage due to the use of adhesive tapes, sealants or mastics;
- o 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."

Customer's exclusive remedy is limited to the legal remedies described in this Limited Warranty. 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. This Limited Warranty is provided in lieu of any other warranty requirements or obligations, including those of project specifications, general conditions or other documents.

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.

Linetec will not be liable for indirect, incidental or consequential damages of any kind. The 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 upon written approval of Linetec's president.

Notice of claim under Linetec's Limited Warranty must be provided to Linetec in writing within 30 days of discovery of the facts giving rise to the claim and should be directed to: Linetec, Attn: President, 7500 Stewart Avenue, Wausau, WI 54401.

**SAMPLE**

Jon Close, President

Date

Customer: \_\_\_\_\_

Effective Date: \_\_\_\_\_  
(first day of paint application)

Project #: \_\_\_\_\_

Project Name, City & State: \_\_\_\_\_

Paint Name: \_\_\_\_\_

Paint Code: \_\_\_\_\_