

WARRANTY

INDUSTRIAL LOUVERS, Inc. makes the following warranty to Owner name & address, concerning Kynar 2 coat finish in name and code, as provided for the Name of Project for ILI Job #XXXX only.

INDUSTRIAL LOUVERS, Inc. warrants that the products will not, under normal atmospheric conditions*:

- A Peel, check crack, flake or blister for a period of **5** years from the date the metal coated with the product is shipped.
- (1) Chalk in excess of a numerical rating of 8 for **5** years when measured in accordance with the standard procedures specified in ASTM D-4214-98, or
 - (2) Fade or change in color in excess of 5E units (Hunter Color Difference) for **5** years if calculated from measurements on any spectrophotometer or colorimeter designed to adequately measure color by reflectance readings in accordance with ASTM method of test D-2244-02el. Numerical units are defined as the numerical value equal to the square root of the sum of the square Delta L, Delta a and Delta b measured on the exposed paint surfaces which have been cleaned of external deposits and chalk and corresponding values measured on the original or unexposed painted surfaces. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. Warranty will apply only to the Product colors which ILI, specifically and in writing designates to Customer as being covered by the Warranty.
- 2. The Warranty will not apply to any coated surface which is not an aluminum surface of a Building Product.
- 3. The warranty will not extend to or cover:
 - (a) Damage to the coating occasioned by moisture or other contaminations detrimental to the coating because of improper storage of the coated Metal prior to installation;
 - (b) Damages to the coated Metals caused by handling, shipping, processing and/or installation.
 - (c) Corrosive or aggressive atmospheres including salt spray; Fluoromarine® is recommended for use in aggressive environment where corrosion occurs most often (1500 meter from salt water).

*In areas of high salt concentration such as adjacent to the seashore, a systematic maintenance program must be instituted to clean the surface periodically so as to prevent the accumulation of concentrated salt deposits.

- 4. The warranty will not be applicable to damage or failure which is caused by acts of God. Falling objects, external forces, explosions, fire, riots, civil commotion's, acts of war, radiation, or other such similar or other dissimilar occurrences beyond ILI's control
- 5. In the event of a claim under the warranty, Customer shall furnish proof of the date of the installation of the Metal coated with the Product and shall demonstrate that the failure of the Product was due to a breach of the warranty stated herein.
- 6. ILI's exclusive liability and Customer's sole remedy hereunder or otherwise, shall be limited to refinishing of the defective coated Metal, shall be performed by using standard finishing practices and materials as selected by ILI (not necessarily the Product); ILI reserves the right to approve any contract for refinishing of defective coated Metal. In no event shall ILI have liability for any incidental, special or consequential damages. ILI's liability shall not exceed the full cost of the finish paid for by the Customer. The warranty on any refinished coated Metal shall extend for the remainder of the warranty period applicable to the Metal originally coated.
- 7. Claims under the warranty must be made to ILI in writing within sixty (60) days after Customer is informed of the defective coating and must be given reasonable opportunity to inspect the coated Metal claimed to be defective.

8. This warranty is extended to Customer alone as the purchaser of the Product. ILI's warranty and name are not to be used in any advertising materials of Customer or in any warranty given by customer to its customers. The warranty is non-transferable and non-assignable, and Customer shall not permit its agents, representatives, customers, distributors, applicators or contractors to claim, represent or imply that this warranty extends to or is available to someone other than the Customer. This condition shall constitute a material term of this warranty and its violation by customer or its agents or representatives shall release ILI from its obligations hereunder.
9. EXCEPT AS SET FORTH HEREIN, ILI MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO THE PRODUCT.
10. The warranty will apply only to Metal which is coated and used within the Continental United States, unless ILI otherwise agrees in writing.
11. All notices given under or pursuant to this Agreement shall be in writing and sent by Registered Mail, postage prepaid, return receipt requested, to the party to whom such notice is to be given as follows:

INDUSTRIAL LOUVERS, Inc.
Attn: Jo Reinhardt
511 South 7th Street
Delano, MN 55328

All such notices when deposited in the U.S. Mail as set forth above shall be considered served when so deposited.

12. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on ILI unless made in writing and signed by its authorized representative.
13. If Customer agrees to and accepts this warranty, such acceptance shall be indicated by signing and returning a copy of this document to ILI.
14. This agreement is contingent upon prompt receipt of final payment.

By: _____

Jo Reinhardt, President
INDUSTRIAL LOUVERS, Inc.

Shipping Date or Effective Date: _____

Accepted by: _____

Customer: _____

By: _____

Title: _____

Date Signed: _____