

WARRANTY: Interpon D2000 Series

for Exterior Architectural Applications on Aluminum Substrate

Limited Warranty for the Applicator

CLAUSE 1. PROJECT WARRANTY OF 20 YEARS

1.1 Compliance with data sheet

The "Warranty Period" shall mean a period of twenty (20) years commencing on the date that the Customer uses the Interpon D2000 or 6 months maximum after the powder has been delivered by AkzoNobel.

Under the terms and conditions as set out under Clause 3, AkzoNobel guarantees for the Warranty Period thereafter that at the time of delivery the above mentioned Product meets the specifications as set out on the Data Sheet of the Product ("Product Warranty Period"), more specifically:

AkzoNobel guarantees for the Warranty Period that at the time of delivery Interpon D2000 as supplied to the Applicator meets in full the requirements of AAMA2604 (including the requirements for color change, gloss retention and chalking resistance when tested in Florida in accordance with AAMA2604).

1.2 Checking/Cracking

During the Warranty Period no checking or cracking of the Product on the exterior of the building will be observed on visual observation at a distance of 3 metres.

1.3 Adhesion

AkzoNobel guarantees that adhesion of the Product when applied to properly pretreated test panels and measured by reference to AAMA2604 will show no removal of the film. The "Warranty Period" for adhesion on these test panels shall mean a period of twenty (20) years commencing on the date that the Customer uses the Interpon D2000 or 6 months maximum after the powder has been delivered by AkzoNobel, therefore such test panels should be prepared when other elements of the project are coated.

1.4 Instructions

The Product Warranty as given in this Clause is strictly conditional upon Interpon D2000 being applied by an AkzoNobel Approved Applicator in accordance with the instructions contained on the relevant product data sheet and the approved applicator manual. All relevant DIN, ISO, British Standard or Akzo Nobel standards must be strictly adhered to.

CLAUSE 2. DECORATIVE WARRANTY

2.1 Term

Under the terms and conditions as set out under Clause 3, AkzoNobel gives a Decorative Warranty for the period of fifteen (15) years for the Project as indicated on the Warranty Certificate, as attached hereto, under non-aggressive exterior conditions (C1, C2, C3 as defined by ISO 12944-2)*:

*Special conditions apply for C4 and C5 environments.

2.2 Commencement

The “Decorative Warranty Period” relating to coating exposed to non-aggressive exterior conditions (C1, C2, C3 as defined by ISO 12944-2) commencing on the date the INTERPON D2000 powder coating covered by this Limited Warranty is used by the APPLICATOR or alternatively, six months from date of delivery of the specified INTERPON D2000 powder coating to the APPLICATOR, whichever is sooner.

2.3 Chalking Resistance

During the “Decorative Warranty” no chalking of the Product on the exterior of the building will be observed in excess of that represented by No. 8 rating based on ASTM D4214.

2.4 Gloss Retention

During the “Decorative Warranty”, any decrease of gloss of the Product on the building will be even over each surface with the same exposure.

2.5 Color Retention

During the “Decorative Warranty” no color change of the Product on the building greater than 5 (five) CIE Lab ΔE units calculated in accordance with ASTM 2244 Section 6.3. Color change shall be measured on the relevant paint surface which has been cleaned of oil, grease, chalk, oxidized film or other contaminants, corresponding values shall be measured on the original batch panels retained by the Applicator (panels stored in the dark at temperatures below 30°C).

CLAUSE 3. TERMS AND CONDITIONS OF THE LIMITED WARRANTY.

3.1 The Limited Warranty in both Clause 1 as Clause 2 is strictly conditional upon i) Product being applied to the aluminium or aluminium alloys as specified in the Interpon D user Manual for approved applicators or communications to APPLICATOR by AkzoNobel from time to time, in accordance with instructions contained on the relevant product data sheet (a copy of which is attached) and the relevant DIN, ISO, AAMA, Qualicoat or AkzoNobel Standard (as the case may be), and ii) retention by the APPLICATOR for the duration of this Limited Warranty of (A) a minimum of two (2) test panels coated from each batch of product received by the APPLICATOR and (B) the records required by Section 3.4 below. It is understood that gloss, chalk and color change may not be uniform if the surfaces are not equally exposed to the sun and the elements.

3.2 In the event of a valid claim AkzoNobel’s exclusive liability to the APPLICATOR, and the sole remedy of the APPLICATOR, under this Limited Warranty, shall be to provide replacement coating material (which replacement material may be a coating, liquid, powder or otherwise, other than INTERPON D2000 SERIES) and pay the proper costs of such reasonable labour and travel expenses as AkzoNobel deems necessary to repair the failure in situ, provided that AkzoNobel shall not be liable:

- i)** for the first \$2,000.00 of such repair costs of each and every individual claim from any of the APPLICATOR’s customers;
- ii)** for any claim whether arising in contract, tort (including negligence) or otherwise for any consequential, economic, or other direct or indirect damage, loss or expense including loss of profits, income, contracts, business, production or goodwill or for any claims made against the APPLICATOR by third parties;
- iii)** unless written notice is given to AkzoNobel by the APPLICATOR within thirty (30) days after the date of detection of the matter giving rise to the claim and, in any event, not later than twenty (20)

years for a claim under the limited Product Warranty in Clause 1, and fifteen (15) years for a claim under the limited Product Warranty in Clause 2. For a claim under the limited Product Warranty in Clause 1.3 (Adhesion), the APPLICATOR must report a loss of adhesion on test panels within 30 days of coating them. The claim periods commence on the sooner of the date that the specified INTERPON D2000 SERIES powder coating is used by the APPLICATOR or six (6) months from the date of delivery to the APPLICATOR;

iv) unless a valid claim can be established under this Limited Warranty such that the APPLICATOR can prove to the satisfaction of AkzoNobel that 5% or more of the total coated area to which the specified INTERPON D2000 SERIES powder coating has been applied failed to meet the performance criteria referred to in Clauses 1 and 2, as a result of an error or defect in the formulation or manufacture of the specified INTERPON D2000 SERIES powder coating.

v) for any claim made, or arising out of, any damage or deterioration occurring during any period when the APPLICATOR did not meet the requirements for Interpon D Approved APPLICATOR status set out in the Interpon D approved applicator manual supplied to the APPLICATOR, of which the APPLICATOR hereby acknowledges receipt, or as communicated to the APPLICATOR from time to time.

vi) unless the APPLICATOR shall prove to the reasonable satisfaction of AkzoNobel that the specified INTERPON D2000 SERIES powder coating, as applied, has failed to meet the performance criteria in Clauses 1 and 2;

vii) if INTERPON D2000 SERIES powder coating is applied to substrate which has been pre-treated with a pre-treatment not approved by AkzoNobel.

viii) if any of the circumstances set out in Clause 3.4 below applies.

Notwithstanding any other terms of this Limited Warranty, any liability of AkzoNobel is conditional upon strict adherence to the pre-treatment and application procedures set out in the requirements of the Interpon D approved applicators manual or as communicated to APPLICATOR from time to time. AkzoNobel specifically excludes any liability for failure of the coating arising out of the APPLICATOR's failure to comply with any of these obligations or requirements including, but not limited to, any failure in the adhesion of the coating such as, but not limited to any blistering, delamination, or flaking of the coating.

AkzoNobel's total liability under this Limited Warranty to the APPLICATOR in respect of any one claim or the aggregate of any series of claims relating to INTERPON D2000 SERIES shall not in any event exceed in the aggregate three (3) times the value of the original powder supplied for the relevant project, excluding VAT, import and export expenses, transport costs, non-standard packaging costs and other additional costs and expenses.

3.3 AkzoNobel shall not incur any liability under this Limited Warranty whatsoever in the event that any one or more of the following circumstances occur:

i) the pre-treatment, application, curing, testing and quality management procedures are not carried out strictly in accordance with the requirements of the Interpon D approved applicator manual or Product "Approved Applicator" status as communicated by AkzoNobel to the APPLICATOR in writing from time to time;

ii) damage to or deterioration of the coating system arising from causes beyond the control of AkzoNobel such as but not limited to mechanical damage, fire damage, malicious damage,

pollution and abnormal weather conditions;

iii) where surfaces have been re-coated or touched up, or where more than one coat of INTERPON D2000 SERIES has been applied or has been stripped and then re-coated with INTERPON D2000 SERIES.

iv) where failure is associated with exposure of the coatings to temperatures in excess of 70°C* or to acid or other hazardous sources which are known, are believed to be or are damaging to powder coatings;

v) where failure is associated with exposure of the coating to the direct influence of zones of salt water unless prior to the application of the coatings AkzoNobel has consented in writing to the APPLICATOR to Warranty the coating as applied to the property in a specific location;

vi) where INTERPON D2000 SERIES has been stored for periods of time not in accordance with the product data sheet recommendations;

vii) where the coated surfaces have not been maintained by the APPLICATOR in accordance with AkzoNobel's recommended maintenance procedures;

viii) where failure is associated with the use of adhesive tapes or with the use of sealants or mastics;

ix) where failure is associated with jig marks or other fixing points;

x) where failure is associated with fabrication activity carried out after the application of the INTERPON D2000 SERIES including but not limited to bending, elongation, cutting, sawing, milling or drilling;

xi) damage or deterioration caused by any default or misuse of INTERPON D2000 SERIES by the APPLICATOR or any third party;

xii) any claim arising out of the use of INTERPON D2000 SERIES in conjunction with equipment or materials not set out in AkzoNobel's published product literature or reasonably contemplated by AkzoNobel;

xiii) where failure is associated with the development of any other condition between the INTERPON D2000 SERIES powder coating and the substrate, including the failure or deficiency in the pre-treatment; and/or

xiv) The APPLICATOR is not an AkzoNobel Approved APPLICATOR on the date the APPLICATOR uses the Interpon D2000 SERIES.

3.4 The APPLICATOR shall maintain and in the event of a claim, shall make available to AkzoNobel or its nominees for inspection and/or copying, the following records:

- i)** pre-treatment plant records
- ii)** oven temperature records of curing ovens during stoving;
- iii)** application records and quality control records for each production job;
- iv)** maintenance records including details of washing and cleaning procedures;
- v)** any other data relevant the service history of the coating system.

In addition the APPLICATOR shall arrange for AkzoNobel, should AkzoNobel so request, to inspect

the property to which the INTERPON D2000 SERIES has been applied. Repairs under this Limited Warranty may only be carried out by AkzoNobel or, after consultation with AkzoNobel, by an APPLICATOR approved by it in writing.

3.5 If, whether pursuant to this Limited Warranty, approval of the APPLICATOR as an approved APPLICATOR or otherwise, AkzoNobel carries out any testing in connection with the APPLICATOR'S procedures or operation or makes any recommendations, suggestions or advice in respect thereof or provides the APPLICATOR, its employees, agents or contractors with technical advice relating to the use or application of INTERPON D2000 SERIES (including without limitation the matters set out in the Product Data Sheet) or plant and equipment used in connection therewith or otherwise (any such test, recommendation, suggestion, advice, technical advice, plant or equipment being referred in this Clause 3.5 as "Services"), AkzoNobel shall not be liable in respect of any act, omission, deficiency, neglect or otherwise in the provision of any Services or any matter associated therewith.

3.6 The APPLICATOR agrees that at all times hereafter to hold harmless and indemnify AkzoNobel against all third party claims for loss, damage, or expenses brought against AkzoNobel of whatsoever nature and howsoever arising caused by or related to INTERPON D2000 SERIES, the coating system, its application, repair or replacement under this Limited Warranty, or by, or as a result of the provision of any Services, as that expression is defined in Clause 3.5 above.

3.7 This Limited Warranty sets out AkzoNobel's entire liability for any fault or claim arising out of or in connection with the quality or condition of all INTERPON D2000 SERIES supplied to the APPLICATOR. All Warranties, representations, conditions and terms, whether express or implied, written or oral as to any such matters, including any implied Warranties of merchantability and fitness for a particular purpose are hereby expressly excluded to the fullest extent permitted by law.

3.8 This Limited Warranty will only apply where the property to which INTERPON D2000 SERIES is applied is installed on premises in *[Insert relevant sales territory]*.

3.9 Any alteration to or modifications, other than the one mentioned in Section 3.12, of this Limited Warranty must be in writing and signed by authorised representatives of the APPLICATOR and AkzoNobel.

3.10 This Limited Warranty is granted to the APPLICATOR alone as the purchaser of INTERPON D2000 SERIES and is non-transferable and non-assignable in whole or in part. The APPLICATOR shall not itself nor permit its agents, representatives or contractors to represent or to imply that this Limited Warranty extends to or is available to anyone other than the APPLICATOR. This Limited Warranty shall not be enforceable by any third party. All communications relating to this Limited Warranty shall be in writing and duly deemed served three days after it has been sent First Class registered mail, or immediately upon receipt if delivered by hand or properly sent by telex or facsimile transmission.

3.11 AkzoNobel's Terms and Conditions of Sale in force govern all sales of INTERPON D2000 SERIES except that in the event of any conflict between the Terms and Conditions of Sale and this Limited Warranty, the terms of this Limited Warranty shall prevail.

3.12 Any future alterations and/or modifications to this Limited Warranty that are to be considered an enhancement in light of the current version, shall be provided in writing to the Applicator and will become an integral part of this Limited Warranty for the remaining period of its duration, unless Applicator protests against this alteration/modification in writing within 10 working days after notification.

3.13 All attachments, documents and/or annexes hereto shall be read, construed and considered to be

an essential part of the limited Warranty and shall form an integral part hereof.

3.14 The words “checking”, “cracking” and “chalking” have the meaning given to them in EN ISO 4618:2004.

3.15 The word “interior” in this Warranty has the meaning as set forth in ISO 12944-2 (C1 classification).

3.16 This Limited Warranty represents the entire agreement between parties in relation to its subject matter and supersedes any and all previous agreements whether written or oral between the parties in relation to its subject matter. This Limited Warranty shall be constructed in accordance with Tennessee laws. The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Limited Warranty. If the matter is not resolved by negotiation the parties will refer the dispute to mediation in accordance with CPR (CPR Institute for Dispute Resolution) procedures. If the parties fail to agree to terms in settlement within 30 days of the commencement of the CPR procedure the dispute shall be subject to the exclusive jurisdiction of Tennessee courts.

*This temperature limit may be raised in special circumstances after consultation with AkzoNobel. In this case, the exception will be noted on the Warranty Certificate.

Date: February 8, 2016