



FINISHER OF CHOICE!™

Linetec makes the following warranty to <customer name>, for Project # <project #> – <project name, city and state>, concerning the use of <paint color> Fluropon <paint code>.

10 YEAR WARRANTY FOR FLUROPON

Thank you for purchasing our Fluropon family of spray coatings for aluminum. We are pleased to present you with Valspar's ten- (10) year Fluropon limited Warranty and Linetec's paint application limited Warranty, which are below.

This warranty is valid for a period of ten (10) years from the date of substantial completion, effective date <substantial completion date if provided>, not to exceed 6 months past Linetec's delivery date. Customer is responsible to notify Linetec of the date of substantial completion or the effective date, for purposes of this warranty, will be Linetec's delivery date.

Valspar warrants that for ten (10) years after the Effective Date, the factory applied finish supplied by Valspar and applied by Linetec will meet the following standards:

- a) WILL NOT chip, crack or peel (lose adhesion) but 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 outlined in ASTM D-4214-89 specification test.
- c) WILL NOT change color more than five (5) Delta-E Hunter units as determined by ASTM method D-2244-93 (method 6.3).
- d) WILL NOT non uniformly fade to the extent that adjacent panels have a color difference greater than the original acceptable range of color.
- e) For the period of Valspar's limited Warranty, Fluropon is a suitable substrate for structural silicone glazing applications and will not disbond from the base metal, provided the silicone caulk is not reactive with or detrimental to the painted surface.

For the first five years after the Effective Date, only Linetec's but not Valspar's, limited Warranty will apply if the failure is caused by the misapplication of the Fluropon products (that is, the coating was not applied in accordance with ASTM D 1730, Type B, Method 5 or ASTM B 449 Section 5). However, if the failure occurs more than five complete years after the Effective Date but less than 10 complete years after the Effective Date and the failure is caused by paint misapplication, Valspar's limited Warranty will apply.

Linetec
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In case of complaint, we will determine the exact cause of the failure using ASTM, AAMA and NCCA testing procedures. Your cooperation and assistance will be necessary to make these determinations.

If the Fluropon products fail to comply with either Valspar's or Linetec's limited Warranty, the company whose Warranty has been breached will pay for labor and material for repainting, repairing or replacing the part showing the failure. In the event both Valspar's and Linetec's warranties are breached, the companies will be jointly responsible for ensuring such work is performed. But in any case, you must notify us of the failure in writing within thirty (30) days. We will repaint, repair, or replace the part at our sole discretion. If we repaint, we will use normal painting practices, but not necessarily Fluropon products. This Warranty applies to the part repainted, repaired, or replaced for the unexpired portion of the Warranty period.

Neither Valspar's nor Linetec's limited Warranty applies when the failure is caused by things that we don't control. These include:

- a) Acts of God, fire or other casualty or physical damage;
- b) Harmful fumes or foreign substances in the atmosphere
- c) Improper storage of the part before installation;
- d) 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.
- e) Corrosive atmosphere found in the interior of buildings, which affect the interior surface of material:
- f) Post forming of parts;
- g) Improper treatment of finished material, or defects in the metal or in the fabrication;
- h) Paint over anodized material or any previously anodized material unless it has been stripped back to bare aluminum by Linetec;
- i) Previously painted material unless the original finish was applied by Linetec with our specifications and paint, and Linetec gives prior written approval for repaint;
- j) Material which is used outside the continental United States, unless expressly approved in writing by Linetec.
- k) Corrosion of the metal substrate.

This warranty may be transferred by Owner to any subsequent owner, lender, mortgage holder or succeeding entity of those, and shall remain in full force and effect.

These are our only Warranties concerning Fluropon spray coatings and their application and have no other obligations concerning them. Please read and understand the following.

Except for these Warranties, we make NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED. THE WARRANTIES OF FITNESS AND MERCHANTABILITY ARE EXCLUDED. Further, we have no other liability with respect to Fluropon or its application, whether based on warranty, negligence, contract or any other legal theory. Additionally, we have no liability for consequential damages.

That is our complete Warranty and is applicable to material for which Linetec has been fully paid. It sets out all of our obligations regarding these Fluropon spray coatings and their application. It cannot be changed by such things as your purchase order forms or our acceptance forms.

In the case of:

LINETEC
Rick Marshall
President
725 South 75th Ave.
Wausau, WI 54406

THE VALSPAR CORPORATION
Al Dunlop
Vice President Coil & Extrusion
901 N Greenwood Avenue
Kankakee, IL 60901

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

LINETEC

Authorized Signature

Rick Marshall, President

Date