

December 11, 2017

FINISH WARRANTY

PROJECT: _____
CUSTOMER: _____
PROJECT
LOCATION: _____
SHOP ORDER: _____
SHIP DATE: _____
Architectural
Product Finish: _____

Products manufactured by POTTORFF that are supplied with the fluoropolymer, fluoropolymer XL, or Mica fluoropolymer finish as defined above are warranted for a period of **ten (10) years** from the above listed ship date, as defined in this document. POTTORFF further warrants that the pretreatment used for this finish met the conditions of ASTM D-1730-67 Type B, Method 5 or Method 7

FINISH PERFORMANCE -

POTTORFF warrants the product finish shall perform for a period of ten (10) years from the material ship date shown above as clarified by the following statements, provided (The material and finish have been exposed to normal atmospheric conditions and provided the finished material has been maintained according to POTTORFF maintenance recommendations, copy attached). In areas of high salt concentration such as adjacent to the seashore, POTTORFF's recommended maintenance program must be instituted and followed to clean the surface so as to prevent the accumulation of concentrated salt deposits.

- **FILM PERFORMANCE** - The finish will not peel, check, crack, flake or blister within the warranty period. There will be a maximum of 5% film loss within the warranty period, due to erosion.
- **CHALK RESISTANCE** - The finish will not chalk in excess of a numerical rating of 8 when measured in accordance with the standard procedures specified in ASTM D-659-80.
- **FADE RESISTANCE** - The finish will not fade or change in color in excess of 5 **E UNITS** (Hunter Color units), I calculated from measurements on any spectrophotometer or colorimeter designed to adequately measure color by reflectance readings in accordance with ASTM method of test D-2244-85 Section 6.3 Numerical units are defined as the numerical value equal to the square root of the sum of the squares Delta L, Delta a, and Delta b, be measured on the exposed painted 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 over the product if the surfaces are not equally exposed to the sun and elements.

WARRANTY REMEDY

1. POTTORFFs' exclusive liability and the customer's sole remedy here under or otherwise, shall be limited to refinishing the defective finished material at POTTORFFs' expense. Refinishing of the defective material shall be performed by using standard finishing practices and materials as selected by POTTORFF. POTTORFF reserves the right to approve any contract for refinishing of defective finished material. In no event, shall POTTORFF have liability for any incidental, special or consequential damages.
2. Refinishing the defective material shall be performed only once under the terms of this finish warranty.
3. The warranty on any refinished material shall extend for the remainder of the original warranty period as applicable.

4. The cost of refinishing defective material under the terms of this warranty shall be as follows:

Years after Shipment	Cost of Refinishing
0 - 10	▪ POTTORFF shall bear 100% of the cost of refinishing.

5. POTTORFF shall not be liable for any incidental or consequential damages at any time.

WARRANTY CONDITIONS –

1. The warranty will apply to the product finishes, which POTTORFF specifically and in writing designates to a Customer as being covered by this warranty.
2. This 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, acts of war, radiation, or other such similar or dissimilar occurrences that are beyond POTTORFFs' control.
3. This warranty applies to product manufactured by POTTORFF. It does not apply to auxiliary equipment that may be purchased and delivered with the architectural product. Products supplied but not manufactured by POTTORFF will have been furnished warranties by POTTORFF only to the extent that their manufacturer warrants theirs to POTTORFF. For example, the motor manufacturer administers electric motor warranties and claims only. POTTORFF shall have no responsibility for the operation or performance of any product in any manner other than that which the product is usually tested and applied under industry standards, nor for any damage to a product from abuse, misapplication, unauthorized repairs, abrasion, erosion, corrosion, or the like due to abnormal temperatures or the influence of foreign matter.
4. Claims under this warranty must be made to POTTORFF in writing within sixty (60) calendar days after the customer is informed of the defective finish. POTTORFF must be given a reasonable opportunity to inspect the finished product claimed to be defective.
5. This warranty is extended to the customer alone as the purchaser of the finished product. POTTORFF' warranty and name are not to be used in any advertising materials or customer or in any warranty given by the customer to its customers. The warranty is non-transferable and non-assignable, and customer shall not permit its agents, representatives, customers, distributors, installers or contractors to claim, represent or imply that this warranty extends to or is available to anyone other than the customer. This condition shall constitute a material term of this warranty and its violation by the customer or its agents or representatives shall release POTTORFF from its obligations hereunder.
6. All notices given 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:
POTTORFF
5101 Blue Mound Rd.
Fort Worth, TX 76106
7. This warranty will apply only to material that is shipped to and installed at a location within North America or Hawaii.
8. Payment in full of invoice for product shipped, must have been received to initiate this warranty.
9. **The foregoing warranty is in lieu of all other warranties of any kind, expressed or implied and of all other obligations or liabilities, on the part of POTTORFF. Other warranties may be issued by POTTORFF from time to time with respect to a particular product or a particular sale. In the absence of other written warranties of a specific nature, the above stated warranty is the only warranty offered by POTTORFF covering its products. POTTORFF neither assumes, nor does it authorize any other person to assume on its behalf, any other liability in connection with the sale of its products**