



Creative Finishing for Architectural Products

BASIC FINISHING WARRANTY

Under the following terms and conditions, Archi-Texture Finishing LLC (aka A-Tex) warrants for one (1) year that the coating will not under normal atmospheric conditions:

A. Visibly peel, check, crack, flake or blister in such a way as to significantly adversely affect the appearance of the surface to which the product has been applied and result in damage to the surface.

B. Chalk, in excess of numerical ratings as stipulated by the manufacturer of the specified powder coating.

C. Fade or change in color in excess of the manufacturer of the specified powder coating.

Note: Quantifications to be determined by project specific information

TERMS AND CONDITIONS:

1. The warranty will apply to the product and finishes which A-Tex specifically and in writing designates to the Customer as being covered by the warranty.

2. The warranty will apply only for a period of six months from the date A-Tex ships the product to Customer, unless A-Tex inspects the product and agrees in writing to extend the six-month period to one (1) year.

3. The warranty will not apply to any coated surface which has not been properly pretreated and cured.

4. The warranty will not extend to or cover:

(a) Damage to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the coated metal prior to or after installation;

(b) Water damage due to condensation caused by improper packaging of the coated metal prior to installation;

(c) Damages to the coated metal caused by handling, shipping processing and/or installation.

(d) Damage to products caused by the standard forces created by the finishing process, including damage caused by temperature, vacuum, gravity, packaging or normal handling and finishing operations.

5. 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 commotions, acts of war, radiation, or other such similar or dissimilar occurrences beyond A-Tex control.

6. In the event of a claim under the warranty, Customer shall furnish proof of date of 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.



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7. A-Tex exclusive liability and Customer's sole remedy hereunder or otherwise, shall be limited to refinishing the defective coated Metal at A-Tex expense. The Customer is responsible for all costs incurred including uninstalling, delivery to and from A-Tex and reinstallation of "supplied metal" to A-Tex. A-Tex shall not be liable for incidental, special or consequential damages. The warranty on any refinished coated metal will continue with the remainder of the original warranty period.

8. A-Tex reserves the right to terminate this warranty at any time upon sixty (60) days advance written notice, except with respect to any product which has already been released to the Customer.

9. Except as set forth herein, A-Tex makes no other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose or use with respect to this product.

10. This warranty will apply only to metal which is coated with the product by A-Tex and used within the continental United States unless A-Tex otherwise agrees in writing.

11. This warranty is extended to you, the direct purchaser of the coating from A-Tex, and is not transferable or assignable. No other warranty, express or implied, is given, including without limitation any implied warranty of merchantability or fitness for a particular purpose, and no terms or condition other than those stated herein shall be binding on A-Tex.

12. Metal supplied to A-Tex for finishing must comply with the requirements of accepted industry standards and this warranty.

13. Maintenance and cleaning must be documented in accordance with the powder coating manufacturer's instructions. Systematic maintenance program must be instituted to clean the surface periodically so as to prevent the accumulation of concentrated salt deposits in areas of high salt concentration such as adjacent to the seashore. In the event of failure, A-Tex will determine the cause of failure and if applicable will prorate the balance of time with a percentage of the coating costs of the job.

14. In the event of a claim, the customer shall demonstrate that the failure of the product was due to a breach of this warranty and furnish proof of proper maintenance in accordance with this warranty. Claims must be made in writing within thirty (30) days after the customer becomes aware of the failure or potential failure of the coating.

A-Tex must be given an opportunity to inspect the substrate and coating that form the basis for the claim, as well as records and documents concerning maintenance that relate to the coated part that is subject of the claim, all of which records and documents must be maintained for a claim to be valid.



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Your exclusive remedy under this warranty or otherwise at A-Tex sole liability shall be limited to, at A-Tex sole discretion, re-coating of the defective material at our expense. The Customer is responsible for delivering the "supplied metal" to A-Tex at the customer's expense. A-Tex shall not be liable for incidental, special or consequential damages.

15. This Warranty will be interpreted under the laws of the Commonwealth of Pennsylvania

16. For any dispute between the parties regarding the construction, application or performance of any services under this Warranty, and any claim arising out of or relating to this Agreement or its breach, if such dispute or claim cannot be settled through negotiation, the parties agree first to attempt to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules before resorting to arbitration with the AAA under its Commercial Arbitration Rules. The arbitrator(s) may grant injunctive or other relief. The decision of the arbitrator(s) will be final, conclusive and binding on the parties. Judgment may be entered on the arbitration award in any court of competent jurisdiction. Each party will each pay half of the cost and expenses of the mediation and/or arbitration, and each will separately pay its respective counsel fees and expenses. Any mediation and/or arbitration hereunder shall be conducted in Erie, Pennsylvania.

17. All notice 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:

- (a) Archi-texture Finishing LLC
 - 7401 Klier Drive
 - Fairview PA 16415
 - Attn: Greg Yahn, President

(b) (Customer)

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