



# COLORCOAT, INC.

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## LIMITED WARRANTY - NON-PRORATED

(Rev. October 17, 2019)

ColorCoat, Inc. ("**ColorCoat**") warrants its Services as set forth in this limited warranty (the "**Warranty**").

**Who is Covered.** This Warranty shall be for the exclusive benefit of the fabricator of the vinyl windows and/or doors to which ColorCoat has applied a coating (the "**Fabricator**").

**Warranty Period.** The period covered by this Warranty (the "**Warranty Period**") is equal to the warranty period provided by the manufacturer of the coating(s) selected by Fabricator.

**Terms of Limited Warranty.** This Warranty applies only to ColorCoat's application of Fabricator's specified coating to Fabricator's vinyl windows and doors (the "**Services**"). ColorCoat warrants that its Services will be performed in accordance with the coating manufacturer's product specification and prescribed application process, and in accordance with American Architectural Manufacturers Association ("**AAMA**") coating specification 663. ColorCoat's Warranty applies only to ColorCoat's coating application Services and does not apply to the performance or quality of the coating itself. This Warranty applies only to coatings applied to the exterior vinyl surfaces of the window or door.

**Items Not Covered.** This Warranty does not cover and expressly excludes defects or damages attributable to, arising out of, or resulting from the transportation or installation of the windows or doors or the mis-handling of the windows or doors by any third party. This Warranty also does not cover and expressly excludes defects or damages caused by accident, fire, flood, abuse, vandalism, improper maintenance, abrasive cleaning solutions, harmful fumes, chemical solvents, masonry or stucco leach, acid washes, caulks, adhesives, unapproved paints, building heat, excessive temperature exposure, color change arising due to normal weathering, oxidation, extremes of weather and atmospheric conditions, and other circumstances and causes beyond ColorCoat's control and unrelated to ColorCoat's Services. This Warranty specifically excludes paint applied to substrates other than vinyl (PVC). Fabricator acknowledges that application of coating to windows or doors may result in paint voidage in the recesses of the vinyl extrusions. Furthermore, application of the coating may be limited to certain surface locations agreed to by Fabricator and ColorCoat in order to prevent excessive wear or damage to the coating. Therefore, ColorCoat's Warranty does not include full paint coverage on surfaces not agreed to by Fabricator and ColorCoat for coating applications. This Warranty expressly excludes any warranty of Fabricator's product, which shall be the sole responsibility of Fabricator.

**Warranty Claim Procedure.** Any claim under this Warranty must be submitted in writing during the Warranty Period by Fabricator to ColorCoat promptly after discovery of the defect claimed, describing with reasonable specificity such alleged defect. Fabricator shall be required to provide ColorCoat with any information that ColorCoat reasonably requires in order to evaluate Fabricator's claim. If ColorCoat determines the claim is valid, ColorCoat shall, at its option, either (i) apply touch-up paint and/or perform surface repair as needed in the field, including any removal and re-installation as may be required for the proper and professional performance thereof, or (ii) if in the reasonable judgment of ColorCoat the defect is a minor one, supply Fabricator with a paint touch-up kit for application by Fabricator or Fabricator's designee, provided that ColorCoat's Warranty does not extend to any application performed by Fabricator or Fabricator's designee. **For clarity, ColorCoat will not be responsible for the replacement of any window or door or any costs associated therewith, and the foregoing two (2) remedies are the sole and exclusive remedies available to Fabricator under this Warranty.** Notwithstanding the foregoing, ColorCoat will bear the costs of replacement or repair of a window or door to the extent that such window or door is damaged during ColorCoat's performance of its warranty services hereunder. The original Warranty Period shall not be extended by the provision of any warranty remedy by ColorCoat hereunder. ColorCoat reserves the right to use a substitute color or coating, of equal quality, if the original coating or color has been discontinued or is unavailable.

**Other Limitations.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COLORCOAT HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES SET OUT IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. FABRICATOR'S SOLE AND EXCLUSIVE REMEDY IS AS SET FORTH HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COLORCOAT ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

No salesperson, employee, or agent of ColorCoat is authorized to add to or vary the terms of this Warranty. Warranty terms may only be modified, if at all, if in writing and signed by an authorized ColorCoat officer.

This Warranty applies to Services performed by ColorCoat as of the date such Services are performed. ColorCoat reserves the right to modify the terms of its Warranty, and any such modified warranty shall apply to Services performed on or after the date such modifications go into effect.

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