

## LIMITED WARRANTY and REMEDY

Standard AAMA 2605 Coating Warranty – 10 year limited

LIMITED EXPRESS WARRANTIES: Manko Window Systems Inc. (“Manko”), warrants the Fluoropolymer Powder coatings furnished and applied by Manko will be free from defects in the film integrity and color integrity, subject to the following conditions and restrictions for the period of ten (10) years from the date of manufacture. The supplied coatings will conform to the standards as set out in Clause 1 and Clause 2 of this document, subject to the terms and conditions set out in Clause 3 of this document.

Clause 1. During the warranty period there will be:

- 1.1 Chalking Resistance. No chalking of the coating on the building in excess of that represented by No. 8 rating based on ASTM D4214.
- 1.2 Color Retention. No color change of the coating on the building greater than 5 (five) CIE Lab AE units calculated in accordance with ASTM 2244 section 6.3. Color change shall be measured on the exposed paint surface which has been cleaned of oil, grease, chalk, oxidized film or other contaminants.

Clause 2. At the time of delivery and when tested:

- 2.1 Gloss Retention. Gloss retention of the coating will be greater than or equal to 50% after ten (10) years exposure in Florida in accordance with the requirements of AAMA 2605-13 Paragraph 8.9.1.4.
- 2.2 Adhesion. Initial adhesion of the painted finish when measured by reference to AAMA 2605-13 Paragraph 8.4.1.
- 2.3 Visible Surface Imperfections. Initial paint finish shall be in compliance with AAMA 2605-13 Paragraph 5.2.

Clause 3. Warranty Terms and Conditions

- 3.1 The “Warranty Period” for the warranties in Clause 1 shall mean the period of ten (10) years, and for the warranty in Clause 2.1 shall mean ten (10) years, commencing on the date of manufacture.
- 3.2 It is understood that gloss, chalk, and color retention may not be uniform if the surfaces are not equally exposed to the sun and elements.
- 3.3 This warranty shall be void under any of the following circumstances:
  - i) there is any failure in the adhesion of the coating with the exception of that provided for under Clause 2.2 of this warrant;
  - ii) damage to or deterioration of the coating system arising from causes beyond the control of Manko such as but not limited to mechanical damage, fire damage, pollution and abnormal weather conditions;
  - iii) surface has been re-coated or touched up
  - iv) where failure is associated with prolonged exposure of the coating to temperatures in excess of 120F or to acid or other hazardous sources which are known, are believed to be, or are damaging to the coating.
  - v) where failure is associated with continuous exposure of the coating to the direct influence of zones of saltwater unless prior to application Manko has consented in writing to warrant the coating as applied in the specific location.
  - vi) where the coated surfaces have not been cleaned and maintained in accordance with Manko’s published cleaning and care instructions. Records of frequency and cleaning methods employed will be made available upon initial notification of claim.
  - vii) where failure is associated with the use of adhesive tapes or with the use of sealants or mastics.
  - viii) where failure is associated with fabrication activity carried out after the application of the coating including but not limited to bending.
  - ix) damage or deterioration caused by a default or misuse of the product by a third party.
  - x) failure caused by use of the product for any purpose other than the originally designed purpose.

3.4 **Limit on Remedies in the Event of Failure:** In the event that any Manko coating fails to perform as warranted, Manko's sole responsibility and Purchaser's Sole and Exclusive Remedy under any warranty, contract, negligence or other claim of liability shall be limited to: at Manko's option, (1) repair, (2) a refund of Manko's original selling price or, (3) to furnish the purchaser with another product without charge, F.O.B. the shipping point nearest the product's installation. MANKO MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE PRODUCTS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER MATTER.

**Other Provisions:** The provisions of Manko's Standard Limited Warranty and Remedy found on the last page in this document and at [www.mankowindowsystems.com](http://www.mankowindowsystems.com) apply to, and are incorporated into, this 2605 Coating Warranty.

CUSTOMER: \_\_\_\_\_

JOB NAME & LOCATION: \_\_\_\_\_

INVOICE NUMBER(S): \_\_\_\_\_

LAST DATE OF SHIPMENT: \_\_\_\_\_

SUBSTANTIAL COMPLETION DATE: \_\_\_\_\_

Additional Invoice Numbers (if req.)

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Manko Window Systems, Inc.

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