

**LIMITED WARRANTY**

**C/S KYNAR 500/ HYLAR 5000\***

Construction Specialties, Inc. (Hereinafter referred to as C/S) hereby warrants, subject to the provisions hereof, that C/S Kynar 500/Hylar 5000\* when used as an exterior coating on C/S products will meet the following requirements:

- A. The C/S Kynar 500/Hylar 5000\* shall not check, craze flake or peel for a period of (20) twenty years from the date of shipment of the C/S products from the factory.
- B. The C/S Kynar 500/Hylar 5000\* shall meet the weathering requirements of the American Architectural Manufacturers Associations (AAMA) specification 2605-02 "Voluntary Specification for Superior Performing Organic Coatings on Architectural Extrusions and Panels"

This limited warranty applies to standard C/S Kynar500/Hylar 5000\* colors, as catalogued by Construction Specialties, Inc. This limited warranty covers normal exposure but is not valid for failures resulting from: 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 installation; b.) damage to the coated metal caused by handling, cleaning, processing and/or installation; c.) damage caused by corrosive or aggressive atmospheres such as those contaminated with chemical fumes of salt spray.

This limited warranty will not be applicable to damage or failure which is caused by acts of God, falling objects, driven airborne particles, external forces, explosions, fire, riots, civil commotion, acts of war, radiation or other such similar of dissimilar occurrences beyond the control of Construction Specialties, Inc.

In the event of a claim under this limited warranty, the owner shall demonstrate that the failure of the product was due to a breach of the limited warranty stated herein.

C/S's exclusive liability and the owner's sole remedy, hereunder or otherwise, shall be limited to "in situ" refinishing and will be pro-rated between the owner and C/S as follows: The C/S share of such cost shall be 100 % during the first year of the limited warranty. C/S's percentage share to be decreased by a rate of 10 % per year thereafter during the remainder of the warranty period. The owner shall pay all costs not apportioned herein to C/S. Refinishing of the defective coated metal shall be performed "in situ" by using standard finishing practices and material as selected by C/S ( not necessarily C/S Kynar 500/Hylar 5000\* ). C/S reserves the right to approve any contract for refinishing of the defective coated metal. IN NO EVENT SHALL C/S HAVE LIABILITY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. C/S shall be obligated hereunder to repaint any particular part only once and C/S's obligation hereunder shall terminate as to any particular building part at the time it is repainted as provided herein.

Claim under this limited warranty must be made to C/S in writing within sixty (60) days after discovery of the defective coating. C/S reserves the right to examine and investigate each complaint, and to review all relevant records regarding the C/S products and their installation, and to jointly determine the exact cause of failure. If failure is determined to be from sources other than the quality of the C/S Kynar 500/Hylar 5000\* coating, as warranted above, C/S has no further obligation.

C/S MAKES NO WARRANTIES WHICH EXTEND BEYOND THE FACT HEREOF AND, EXCEPT AS PROVIDED ABOVE, C/S MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION; WARRANTIES OF MERCHANTABILITY, WITH RESPECT TO C/S KYNAR 500/HYLAR 5000\* AND C/S SHALL HAVE NO OTHER LIABILITY WITH RESPECT THERETO.

\*Trademarks of Arkema, Inc. and Ausimont USA, Inc.

CONSTRUCTION SPECIALTIES, INC.

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**JOB NAME:**

**PRODUCT:**

**JOB #:**

**DATE OF SHIPMENT:**

**C/S REPRESENTATIVE. #:**

**DATE ISSUED:** \_\_\_\_\_

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**Arthur J. LaPointe**  
Vice President/ General Manager