

Finishing Dynamics and Valspar make the following 10 Year Warranty to:

Customer:

Customer Address:

PO/Job #:

Paint color and code:

Project Name:

Project Address:

Substantial Completion Date:

Paint Supplier: Valspar

Finishing Dynamics and Valspar are pleased to present you with our ten-year limited warranty for the project.

-The warranty period starts at the date of substantial completion, with an effective date not to exceed 6 months from Finishing Dynamics delivery date. Customer is responsible for notifying Finishing Dynamics of the date of substantial completion. Should Customer fail to notify Finishing Dynamics, the effective date, for purposes of the Warranty, will be Finishing Dynamics' delivery date.

-Valspar products will meet the following standards for ten (10) years from the date of the factory applied finish supplied by Valspar and applied by Finishing Dynamics:

- a. Will not chalk in excess of ASTM D-4214 number (8) rating, determined by the procedure outlined in the latest version of ASTM D4214.
- b. Will retain its film integrity, defined as the absence of peeling, checking, chipping, or cracking when viewed at a distance of 10 feet. This excludes all corrosion-related conditions, failure due to substrate corrosion is not a covered Warranty Condition. Minute fracturing, which may occur in proper fabrication of the building parts, is not a covered Warranty Condition (post forming painted parts, exposed cut edges, holes, and exposed).
- c. Will not change color more than five (5.0) Hunter delta-E units as determined by ASTM method D-2244. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements. Finishing Dynamics does not warrant that color changes will be uniform.

-Metallics and Mica Base colors are exempt in this warranty from item C, but will hold the L value within Delta E or the L scale of the Hunter E unit system.

-Exotic colors will receive a full ten (10) year warranty if they have the recommended clear coat applied.

-In case of a complaint, we will try to determine the exact cause of the failure. ASTM, AAMA, and NCCA testing procedures will be used. Your cooperation and assistance will be necessary to make these determinations. Finishing Dynamics must be given full access to affected products for testing purposes. Should Finishing Dynamics determine, at its sole discretion, that the Valspar products fail to comply with the terms of this warranty, Finishing Dynamics will pay for labor and material for repainting, repairing, or replacing the building part showing the failure determined by Finishing Dynamics. In the event both Valspar and Finishing Dynamics warranties are breached, the companies will be jointly responsible for ensuring such work is performed.

-Finishing Dynamics must be notified in writing within thirty (30) days after the discovery of the alleged defect or failure, otherwise the warranty is void as to that claim.

-If Finishing Dynamics repaints, it will use normal painting practices, but not necessarily Valspar products. This warranty also applies to the part we repainted, repaired, or replaced, but only for the unexpired portion of the warranty period applicable to the original part.

-Finishing Dynamics reserves the right to approve or reject any contract to rectify the defective product. This warranty applies to the part refinished, repaired, re-clad, or replaced for the unexpired portion of the warranty period.

-Finishing Dynamics and Valspar are not responsible and provide no warranty benefits, for any damage or condition resulting from circumstances beyond our control, including, but not limited to, any of the following:

- a. Acts of God or Nature.
- b. Falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond Finishing Dynamics control.
- c. Harmful fumes or foreign substances in the atmosphere. Corrosive or aggressive atmospheres including direct salt spray.
- d. Standing Water.
- e. Improper treatment or defects in the substrate metal or in its fabrication.

f. Any damage to, or failure of, the product arising from improper storage of the coated metal prior to installation or moisture, or other contamination detrimental to the product because of improper handling, shipping, processing and/or installation. See AAMA Publication 10 "Care and Handling of Architectural Aluminum From Shop to Site".

g. Any damage to the product by scratching, abrasion, impact, or abrasive or chemical cleaners.

h. Previously painted, anodized parts, or post forming of painted products

i. Improper field or job-site post forming, framing, cutting, hole drilling, welding, or purposefully exposing edges.

j. Exposure of products to temperatures in excess of 250 degrees Fahrenheit.

k. Non-approved sealants, gaskets, adhesives, stucco, or cement in contact with the coated finish.

l. Incompatibility between materials, including, but not limited to, galvanic corrosion due to contact with adjacent dissimilar metals.

m. Excessive building movements.

-Property less than 5 miles from saltwater (canal or coast), the building owner shall perform a fresh water rinse every four (4) months. The product must not be cleaned with abrasive or chemical cleaners that are not AAMA approved. The building owner shall maintain records of the maintenance and cleaning of the painted products. Records shall include written documentation that is signed, dated, and witnessed.

-All painted products shall be cleaned with fresh water. The product must be cleaned with only AAMA approved cleaning solvents. Products are to be cleaned at a minimum of once annually. The building owner shall maintain records of the maintenance and cleaning of the painted products. Records shall include written documentation that is signed, dated, and witnessed.

-This warranty applies only to building parts installed on buildings within the Continental United States, Alaska, and Canada. Unless expressly approved in writing by Finishing Dynamics.

-Warranty will automatically expire upon any change or transfer of ownership of the property on which the building parts coated with Valspar are originally installed.

-This warranty does not cover any corrosion of the metal or damage or failure of the product arising from corrosion regardless of the cause.

-We need to make clear that this is our only warranty concerning these Valspar spray coatings. And that we have no other obligations concerning them. Read and understand the following:

FINISHING DYNAMICS MAKES NO OTHER WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, REGARDING ITS PRODUCTS, OR ITS SELECTION AND APPLICATION, INCLUDING, BUT NOT LIMITED TO, COMPLIANCE WITH BUILDING CODES, SAFETY CODES, LAWS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

-Total liability for Finishing Dynamics under the limited warranty for any reason or origin is limited in total to the original purchase price for finishing the part(s) or products.

-This limited warranty is extended solely to the customer. It is nontransferable and non-assignable, and the customer shall not permit or authorize its employees, agents, representatives or customers to claim, represent or imply that this Limited Warranty extends or is available to anyone other than the customer.

-In the event of a material breach by the customer of any of the conditions of this warranty, Finishing Dynamics shall have no liability for any product failure claims.

-Warranty must be signed and returned to Finishing Dynamics within thirty days from issue date, otherwise warranty is null and void.

-Failure to pay Finishing Dynamics in full for original finishing services will automatically make this warranty null and void.

-Finishing Dynamics will not be liable for incidental or consequential damages of any kind.

-This limited Warranty may not be modified by anyone and may not be changed by such things as your purchase order forms or our acceptance forms, unless made in writing and signed by the president, vice president, or officer of Finishing Dynamics.

-This Limited Warranty is provided in lieu of any other Warranty requirements or obligations, including those of Project Specifications or Non-Finishing Dynamics General Conditions or Documents.

-All notices and claims given under or pursuant to this agreement shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested to Finishing Dynamics, Attn: Cody Miller, 28 Andrew Way, Villa Rica, GA 30180 and Valspar.

By proceeding to use our products and services on your project, you accept the terms of these Limited Warranties.

-This Limited Warranty does not warrant any flat sheet material.

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Cody Miller

Director of Finishing

Finishing Dynamics, LLC

Date:

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Customer Name:

Title:

Company Name:

Date:

SAMPLE