



PROLUX PAINTS INC.

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GUARANTEE
PROLUX PAINTS INC.

Product : Prolux paint for PVC Series 8032 and 9035.

This guarantee will be respected by the following Parties :

- 1- The "Manufacturer" : PROLUX PAINTS INC.
- 2- The "Customer" : Everhart

PREAMBLE

For comprehensibility reasons, this document contains very few technical and chemical terms. Reference *Technical Data Sheet* and *Recommended Procedure for Applying Prolux Paint Series 8032 or 9035 on PVC* are available. Testing and results (heat build-up, impact resistance, Q.U.V. exposure and weathering tests in Arizona) are confirmed by more than ten years of successful sales and use in the field.

DURATION AND CONTENTS OF GUARANTEE

This guarantee is valid for a period of fifteen (15) years starting from date of paint application to the surface of approved substrat and includes the following properties :

1- PAINT ADHESION (ASTM D-3359)

Adhesion tests have shown that paint 8032 and 9035 will adhere perfectly (100 %) if the substrates have been properly prepared; that is, prepared in accordance with the method recommended by the paint manufacturer and if the substrat which is used is 100% egal at the one which was approved by Prolux Paints inc. If a lack of adhesion happen and it's less than 15% of the coated area that will not be taken as a paint problem and the warranty will not apply.

2- IMPACT RESISTANCE (ASTM D-4226)

Original properties of approved* vinyl substrates coated with paint 8032 or 9035 as for resistance to cracking due to impact and to changes in temperature (winter-summer) causing the PVC to contract and to expand, will remain in accordance with CAN/CSA-A440-M90 Canadian Standard and AAMA 303-01 US Specifications.

3- HEAT BUILD-UP (ASTM D-4803)

Because of the heat reflection property of paint, approved* vinyl windows and sidings coated with paint 8032 or 9035 in bright or dark colors will not distort or warp. Heat buildup, according to ASTM D-4803 method, will not exceed 32°C. This guarantee is only valid if paint has been applied on approved quality PVC structures of sound construction, allowing proper air circulation and two-way ventilation.

4-APPROVED PVC SUBSTRAT

"approved" meaning that a sample of the substrat to be coated must be sent to PROLUX PAINTS INC. by the customer for testing and approval prior to painting. Meanwhile this approval will not guarantee the quality production of the PVC extruder.

CONDITIONS OF GUARANTEE

1- The Customer must follow the application procedures stated in the *Technical Data Sheet* and in the *Recommended Procedure for Applying Paint Series 8032 or 9035 on PVC* supplied by the paint manufacturer. These recommendations must necessarily be followed as even a high-quality industrial coating will not give the expected results if the substrate preparation is not properly done.

2- In the event of any claim, PROLUX PAINTS INC. and the Customer will consult and come to a decision together regarding the disputed claim.

3- Notification of any defect in the paint coating must be made to PROLUX PAINTS INC. in writing within sixty (60) days of the defect becoming apparent. Date of paint application, paint code and batch number must also be mentioned in the notification.

4- In the event of any of defect in the guaranteed properties, including paint adhesion, PROLUX PAINTS INC.'s liability is limited to the replacement of the paint and to the refund of the cost of the repairs necessary to rectify the problem. This guarantee covers 100 % of the costs for the first five years, and 50 % of the costs for the five following years. PROLUX PAINTS INC. will select and hire the professional painters to do the repair job. The original guarantee period will not be extended by any replacement or repair, but the guarantee will continue to apply for the remaining period.

5- In the event of any claim against PROLUX PAINTS INC. under this guarantee, the burden of proof that PROLUX PAINTS INC. supplied the coating in question and that all conditions of this guarantee have been complied with, rest with the Customer.

6-This guarantee shall be construed and interpreted in accordance with the law and shall be subject to the jurisdiction of the Province of Québec only.

GUARANTEE LIMITATIONS AND EXCLUSIONS

Damage or defects attributable to, arising from or connected with:

- Improper design, fabrication, installation, ventilation, air circulation of the windows
- Improper or lack of reasonable maintenance
- Exposure to unusual heat sources such as outdoor grills
- Interior or exterior reflection from any object which concentrates sunlight on the windows
- Accidental or intentional damage (vandalism) or acts of God
- Other causes beyond PROLUX PAINTS INC.'s control

