Effective July 1, 2017

VynaColour Limited

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Paint Warranty

Painting by VynaColour Limited with Prolux 8032 Series paint is warrantied against such defects in material and workmanship that might result, for a period of TWENTY (20) years from the date of application, in paint peeling, blistering, flaking or cracking, or the colour notably fading when exposed to the sun and normal atmospheric conditions provided normal use and maintenance. Should the need arise, VynaColour will attend for on-site inspection and arrange repainting in situations covered by the warranty condition.

The following are excluded from coverage under this warranty:

- 1. Defects found to be attributable to the fabricator, contractor or installer.
- 2. Defects found to be due to building design or construction. This warranty shall not apply to building of more than three stories, unless specifically agreed in writing.
- 3. Material submitted having been previously coated or treated.
- 4. Areas coated with touch-up materials.
- 5. On-site rectification work.
- 6. Material coated is not a uPVC compound, or other plastic surface approved in writing prior to the coating application.
- 7. Any extraneous material such as gaskets etc.
- 8. Material submitted having been installed in locations whose atmospheric and environmental conditions are known, or should reasonably be known, to be harmful to the material or coating.
- 9. Material not having been regularly maintained by cleaning at least every 2 years with a mild dishwashing liquid type detergent, using warm water and soft cloth / sponge. Do <u>NOT</u> use strong thinners or solvents, or abrasive or corrosive detergents or sponges.
- 10. "Notable fade" is defined as a change of more than 7 Delta E units in a less than 3 year period, measured according to the UCS Hunter system. A gradual and uniform discoloration is to be expected, as with all exterior building materials.
- 11. VynaColour not having been notified in writing within 60 days of the date the defects should have been reasonably noticeable.
- 12. Corrective steps having been taken by anyone other than VynaColour.
- 13. Damage to or failure of the Product caused by: moisture, or other contamination detrimental to the Product because of improper packaging, storage or handling of the coated Vinyl Substrate prior to installation: improper handling, shipping, processing, and / or installation of the coated Vinyl Substrate; scratching or abrading of the Product or the Vinyl Substrate during or after installation; standing water in a non-vertical application; building settlement or movement or structural defects or acts of God, falling objects, explosions, fire or other such similar or dissimilar occurrences beyond VynaColour's control.
- 14. Material or products sold or installed at any place other than Canada and United States, unless specifically agreed to in writing.
- 15. During the 20 year period VynaColour will cover all costs associated with repainting, including the cost of paint material, transport and labour. Refinishing shall be performed by a VynaColour approved coater / contractor using standard refinishing practices. The Performance Warranties on any refinished coated Vinyl Substrate shall be only for the remainder of the warranty period applicable to the Vinyl Substrate originally coated.
- 16. In no event, shall VynaColour be liable under any theory of any direct, indirect, special, positive, incidental or consequential damages any way arising out of the sale of the Product to the Customer.