



**Advanced Finishing USA
Extended Warranty**

Advanced Finishing USA (herewith known as AFUSA) warrants to _____ (**Customer**) on this, the ____ day of _____ in the year _____ regarding the use of _____ (**Product**) material made by _____ (the manufacturer), batch/lot# _____, which has been applied to a properly cleaned, chemically pretreated and prepared aluminum **Product** for the project at _____.

Under the following terms and conditions, Advanced Finishing USA warrants for _____ () year(s) that the coating will not under normal atmospheric conditions:

- A.** Visibly peel, check, crack, flake or blister in such a way as to, in significance, adversely affect the appearance of the surface to which the **Product** has been applied and result in damage to the surface.
- B.** Chalk, in excess of numerical ratings as stipulated by the manufacturer of the specified powder coating under their warrantee.
- C.** Fade or change in color in excess of the manufacturer of the specified powder coating under their warrantee.

Note: Quantifications to be determined by project specific information. If the **Customer** supplies the powder any claims for color, gloss or powder performance must be made directly to the powder manufacturer.

TERMS AND CONDITIONS:

1. The warranty will apply only to the **Product** and finishes which AFUSA specifically and in writing designates to the **Customer** as being covered by the warranty.
2. The warranty will apply only to **Product** which the **Customer** installs within six (6) months from the date AFUSA ships the **Product** to the **Customer**. **Product** held in excess of six (6) months prior to installation will be subject to inspection by AFUSA, who may or may not agree to extend the six-month period to _____ () year(s).
3. The warranty will not apply to any coated aluminum surface which has not been properly pretreated and cured.
4. The warranty will not extend to or cover:

(a) Damage to the coating occasioned by moisture, UV radiation or other contamination detrimental to the coating because of improper storage of the coated metal prior to installation;
(b) Water damage due to condensation caused by improper packaging of the coated metal prior to installation; or
(c) Physical damages to the coated metal caused by handling, shipping processing and/or installation.

5. The warranty will not be applicable to damage or failure which is caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, radiation, or other such similar or dissimilar occurrences beyond AFUSA's control.

6. In the event of a claim under the warranty, **Customer** shall furnish proof of date of installation of the metal coated with the **Product**, and shall demonstrate that the failure of the **Product** was due to a breach of the warranty stated herein.

7. AFUSA's exclusive liability and **Customer's** sole remedy hereunder or otherwise, shall be limited only to the refinishing the defective coated Metal at AFUSA's expense. The **Customer** is responsible for all costs incurred including uninstalling, re-packaging, delivery to and from AFUSA and reinstallation of "supplied metal" to AFUSA, including equipment rentals, permits and overtime charges of any kind. AFUSA shall not be liable for incidental, special or consequential damages. The warranty on any refinished coated metal will continue with the remainder of the original warranty period.

8. AFUSA reserves the right to terminate this warranty at any time upon sixty (60) days advance written notice, except with respect to any **Product** which has already been released to the **Customer**.

9. Except as set forth herein, AFUSA makes no other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose or use with respect to this **Product**.

10. This warranty will apply only to metal which is coated with the **Product** by AFUSA, and used within the continental United States unless AFUSA otherwise agrees in writing.

11. This warranty is extended to you, the direct purchaser of the coating from AFUSA, and is not transferable or assignable. No other warranty, express or implied, is given, including without limitation any implied warranty of merchantability or fitness for a particular purpose, and no terms or condition other than those stated herein shall be binding on AFUSA.

12. Metal supplied to AFUSA for finishing must comply with the requirements of accepted industry standards and this warranty. Wax markers, wax cutting lubes, silicone cutting lubes, organic weld spatter compounds and any other contaminant or foreign material may not be present on the material upon receipt by AFUSA. Any materials that may affect adhesion that cannot be removed by standard cleaning will void all warranties.

13. Maintenance and cleaning must be documented in accordance with the powder coating manufacturers instructions. Systematic maintenance and record keeping programs must be instituted to clean the surface periodically so as to prevent the accumulation of concentrated

salt deposits in areas of high salt concentration such as adjacent to the seashore and in acidic (acid rain) urban environments. Neutral PH cleaners must be used and documented during each cleaning. In the event of failure, AFUSA will determine the cause of failure and if applicable will prorate the balance of time with a percentage of the coating costs of the job.

14. In the event of a claim, the **Customer** shall demonstrate that the failure of the **Product** was due to a breach of this warranty and furnish proof of proper maintenance in accordance with this warranty. Claims must be made in writing within thirty (30) days after the **Customer** becomes aware of the failure, or potential failure, of the coating. AFUSA must be given an opportunity to inspect the substrate and coating that form the basis for the claim, as well as records and documents concerning maintenance that relate to the coated part that is subject of the claim. All records and documents must be regularly maintained for a claim to be valid. Your exclusive remedy under this warranty or otherwise at AFUSA's sole liability shall be limited to, at AFUSA's sole discretion, re-coating of the defective material at our expense. The **Customer** is responsible for delivering the "supplied metal" to AFUSA at the **Customer's** expense. AFUSA shall not be liable for incidental, special, or consequential damages.

15. This Warranty will be interpreted under the laws of the Commonwealth of Pennsylvania.

16. For any dispute between the parties regarding the construction, application, or performance of any services under this Warranty, and any claim arising out of or relating to this Agreement or its breach, if such dispute or claim cannot be settled through negotiation, the parties agree to attempt to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules before resorting to arbitration with the AAA under its Commercial Arbitration Rules. The arbitrator(s) may grant injunctive or other relief. The decision of the arbitrator(s) will be final, conclusive and binding on the parties. Judgment may be entered on the arbitration award in any court of competent jurisdiction. Each party will each pay half of the cost and expenses of the mediation and/or arbitration, and each will separately pay its respective counsel fees and expenses. Any mediation and/or arbitration hereunder shall be conducted in Erie, Pennsylvania.

All notice given under or pursuant to this Agreement shall be in writing and sent by registered mail, postage prepaid, return receipt requested, to the party to whom such notice is to be given, as follows:

(a) Advanced Finishing USA
7401 Klier Drive
Fairview PA 16415
Attn: Greg Yahn, President

(b) **Customer**

All such notices when deposited in U.S. mail as set forth above shall be considered served when so deposited.

17. No terms or conditions other than those stated herein, and no understanding or agreement, oral or written, in any way purporting to modify this warranty shall be binding on AFUSA, unless made in writing and signed by its authorized representative.

18. If the **Customer** agrees to and accepts this warranty, signing and returning a copy of this document shall indicate such acceptance.

Advanced Finishing USA

By _____
Title _____
Date Issued _____

Accepted by _____
Customer _____
By _____
Title _____
Date signed _____