

STYX™ Finish Limited Warranty

SUPER DURABLE POLYESTER FINISH

Construction Specialties, Inc. (hereinafter referred to as CS) hereby warrants, subject to the provisions hereof, that super durable polyester finish when used as an interior coating on CS products will meet the following requirements:

1. The super durable polyester finish shall not check, craze flake or peel for a period of ten (10) years from the date of shipment from the factory.
2. The super durable polyester finish shall meet the weathering requirements of the American Architectural Manufacturers Associations (AAMA) specification 2604-22 "Voluntary Specification for Superior Performing Organic Coatings on Architectural Extrusions and Panels."

This Limited Warranty extends only to parts exposed to normal atmospheric conditions in the United States.

This Limited Warranty applies only to super durable polyester finishes applied by CS. This limited warranty covers normal exposure but is not valid for failures resulting from:

- a. normal wear and tear;
- b. abuse or neglect;
- c. alterations of the coating;
- d. 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;
- e. damage to the coated metal caused by handling, shipping, cleaning, processing of the coating and/or installation;
- f. impact, external forces, abrasion, environmental pollution, acid rain, salt water, hail, abnormal weather conditions, exposure to excessive temperatures, solvents or chemicals, tapes, sealants.
- g. any installation that is subjected to sea spray or installed 1500 feet or less from a salt water environment;
- h. installed materials whose finishes have not been maintained in accordance with AAMA 609 & 610 cleaning and maintenance guide for architecturally finished aluminum.

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 occurrences beyond the control of CS.

In the event of a claim under this limited warranty, the owner shall demonstrate that the failure of the product was due to a failure of the finish and not from substrate corrosion. The owner must provide yearly maintenance records documenting proper cleaning of the finishes after installation, following the AAMA 609 & 610 finish maintenance guide.

CS'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 CS as follows: The CS share of such cost shall be 100% during the first year of the limited warranty. CS's percentage share to be decreased by a rate of 5% per year thereafter during the remainder of the warranty period. The owner shall be responsible for all costs not appointed herein to CS. Refinishing of the defective coated metal shall be performed "in situ" by using standard finishing practices and material as selected by CS. CS reserves the right to approve any contract for refinishing of the defective coated metal. IN NO EVENT SHALL CS HAVE LIABILITY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES TO THE METAL OR ANY OTHER MATERIAL OR SUBSTRATE TO WHICH THE COATING IS APPLIED OR FOR ANY OTHER DAMAGES. CS shall be obligated hereunder to refinish any particular part only once and CS's obligation hereunder shall terminate as to any particular building part at the time it is refinished as provided herein.

Claim under this limited warranty must be made to CS in writing within sixty (60) days after discovery of the alleged defect. Claim must include physical samples or images of the alleged defect. Within a reasonable time, CS may choose to dispatch personnel to inspect the alleged defect in situ and report its finding to the warranty holder.

STYX™ Finish *Limited Warranty*

CS reserves the right to examine and investigate each complaint, and to review all relevant records regarding the CS products and their installation, and to jointly determine the exact cause of failure. If failure is determined to be from sources other than the super durable polyester finish coating, as warranted above, CS has no further obligation.

CS MAKES NO WARRANTIES WHICH EXTEND BEYOND THE FACT HEREOF AND, EXCEPT AS PROVIDED ABOVE, CS MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION; WARRANTIES OF MERCHANTABILITY, OR FITNESS OF USE FOR ANY PURPOSE WHATSOEVER. LIABILITY IS LIMITED TO THAT SET FORTH HEREIN AND CS SHALL IN NO EVENT BE LIABLE FOR ANY INSTALLATION, REMOVAL, OR REINSTALLATION COST OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PERSONAL INJURY.

This Warranty shall become effective only upon CS's receipt of full and undisputed payment.

CONSTRUCTION SPECIALTIES, INC.

Job Name:
Customer Name:
CS Job Number:
Product:
Finish:
Effective Date: