



## **DURACRON**<sup>®</sup> **SPRAY COATINGS MASTER WARRANTY AGREEMENT**

**THIS MASTER WARRANTY AGREEMENT** is made between PPG Industries, Inc. ("PPG"), a Pennsylvania corporation, and the following building products producer (the "Customer"):

**Primex Industries  
15371 Knox Way  
Richmond, B.C. Canada V6V 3A8**

This Agreement applies to any purchase from PPG by the Customer, or for it by a PPG "Warranty Approved" aluminum extrusion spray applicator (the "Applicator"), of a Duracron<sup>®</sup> coating (the "Product") which the Customer applies, or has applied for it by the Applicator, to the exterior of an approved quality aluminum metal substrate. PPG warrants, subject to the conditions of this Agreement, that a Product, when properly factory machine applied to and cured on a properly cleaned and treated approved quality aluminum Metal Substrate, will not:

A. Peel, check or crack (except for slight crazing or cracking as may occur during normal forming operations, using approved fabrication methods and bend radii, and which is accepted as standard or when cracking or crazing is the result of metal fracture, or when cracking or crazing is the result of fabrication when the Metal Substrate and/or the ambient temperature is below 60° Fahrenheit), for a period of five (5) years from the installation of the Metal Substrate coated with the Product or six (6) years from application of the Product to the Metal Substrate, whichever first occurs; or,

B. Chalk in excess of a numerical rating six (6), as measured using the procedures of ASTM D4214-89 (Method D-659) for a period of three (3) years from the installation of the Metal Substrate coated with the Product or four (4) years from application of the Product to the Metal Substrate, whichever first occurs; or,

C. Fade or change color in excess of eight (8) E units (Hunter Color Difference), as measured using the procedure of ASTM D-2244-85, comparing an unexposed retain panel to the exposed panel after removal of dirt and chalk, for a period of three (3) years from the installation of the Metal Substrate coated with the Product or four (4) years from application of the Product to the Metal Substrate, whichever first occurs.

The above warranties (the "Performance Warranties") only apply to Product installed within continental North America; provided, unless specifically agreed to in writing by PPG for a particular project of the Customer, where the Metal Substrate coated with the Product is not installed within continental North America the Performance Warranties shall be one-half (1/2) of the before stated periods.

## **THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS**

1. The Performance Warranties only apply to those Product colors and Product codes that PPG designates in writing to the Customer are covered by this Warranty Agreement.
2. It is acknowledged that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements. PPG recommends that there be a systematic fresh water rinse maintenance program in effect in areas of high salt concentration (such as adjacent to the seashore and/or in industrial atmospheres) so as to prevent the accumulation of concentrated salt deposits.
3. The Performance Warranties only will apply to Product which is applied to the Metal Substrate within six (6) months from the date PPG ships the Product. Further, the Performance Warranties only will apply to Product which is: properly factory applied to and properly cured on a properly cleaned and treated approved quality Metal Substrate in accordance with PPG's then published Product Data Sheet and procedures and specifications (as such may be revised by PPG from time to time); and, applied in the case of a spray applicator, by an Applicator approved in advance by PPG and who has agreed in writing to comply with and be governed by the terms of this Agreement. Also, all companion products used in conjunction with the Product, such as metal cleaners and pretreatments, primers, etc., must be PPG approved products. Further, the Performance Warranties only will apply to Product applied within continental North America, unless specifically agreed to in writing by PPG for a particular project of the Customer.
4. The Performance Warranties will not apply to damage to and/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 Metal Substrate prior to installation; improper handling, shipping, processing (such as fabrication at temperatures below 60°F), and/or installation of the coated Metal Substrate; scratching or abrading of the Product during or after installation; standing or ponding water; improper cleaning and/or pretreatment of the Metal Substrate or improper application of the Product; corrosion of the Metal Substrate; or, acts of God, falling objects, explosions, fire, or other such similar or dissimilar occurrences beyond PPG's control.
5. The Customer shall maintain, and as applicable, shall cause the Applicator to maintain, for the applicable warranty period, adequate records to establish identification of any Product and/or for any Metal Substrate involved in a warranty claim of: the Product batch number; the dates of application of the Product to the Metal Substrate, the quality control records, and the dates of the installation of the coated Metal Substrate; and, such other information as PPG may reasonably require from time to time. In the event of any Performance Warranties claim, these records shall be made available for inspection by PPG. Further, the Customer shall send, or cause the Applicator to send, quarterly, a minimum of four (4) 12" long (minimum) production pieces of a Product purchased from PPG; each being identified by extrusion production run or lot number, appropriate PPG batch numbers and date of coating, and accompanied by a legible copy of the quality control records covering these production pieces and the project name, number, location and any other information pertinent to the project.

6. PPG shall, at reasonable times and in such manner as will not unreasonably interfere with the Customer's or the Applicator's operations, be permitted to inspect and approve the production line, coating equipment, Metal Substrate, cleaning and treatment, curing conditions, application methods and procedures and quality control of the Customer or of the Applicator.

7. PPG's exclusive liability and the Customer and the Applicator's sole remedy under this Agreement, or otherwise, shall be limited to, at PPG's option, the refinishing, or replacing, or reimbursement of the cost of refinishing or replacing the Metal Substrate exhibiting a defective Product. Such refinishing shall be performed by a PPG approved contractor, using standard finishing practices and materials as selected and/or approved by PPG (not necessarily a Product). PPG reserves the right to approve any contract for such refinishing or replacing; such approval not to be unreasonably delayed or withheld. The Performance Warranties on any refinished or replaced coated Metal Substrate shall be only for the remainder of the warranty period applicable to the Metal Substrate originally coated. Except as expressly provided above in this Section 7., in no event shall PPG be liable under any theory of recovery, whether based on negligence of any kind, strict liability or tort, for any direct, indirect, special, punitive, incidental or consequential damages in any way arising out of the purchase of a Product or from any possession or use made of a Product.

8. All claims relating to quality, condition or performance of the Product shall be waived unless made by the Customer or the Applicator in writing to PPG within the applicable warranty period, and within thirty (30) days after the Customer or Applicator is informed or becomes aware of a defect in or of the Product; and PPG must be given a reasonable and prompt opportunity to inspect said defect.

9. Except for the Performance Warranties, PPG MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY OF THE PRODUCTS.

10. The Performance Warranties are extended solely to the Customer and the Applicator. They are nontransferable and nonassignable, and neither the Customer nor the Applicator shall permit or authorize their employees, agents, representatives or customers to claim, represent or imply that the Performance Warranties extend to or are available to anyone other than the Customer or the Applicator.

11. In the event of a material breach by the Customer or the Applicator of any of the conditions of this Agreement, PPG shall have no liability for any Product failure claims.

12. PPG reserves the right to terminate this Agreement at any time upon sixty (60) days' prior notice, except with respect to any Product which already has been shipped to the Customer or Applicator prior to the giving of such notice.

13. 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. Unless otherwise instructed by a party by notice hereunder, all such notices to be given to: the Customer shall be sent to the address specified at the beginning of this agreement; and PPG shall be sent to the attention of: Manager, Color Services, Industrial Finishes Group, PPG Industries, Inc., 151 Colfax Street, Springdale, PA 15144. All such notices when deposited in the U.S. mail as set forth above shall be considered delivered three (3) days following such deposit.

14. PPG and the Customer agree that this Agreement does not constitute an obligation of any kind whatsoever on the part of the Customer to purchase any of the Product from PPG or an obligation on PPG's part to sell any of the Product to the Customer; but rather, it provides the governing terms and conditions as to the parties' respective liabilities and rights if, and when, any such purchases/sales of any of the Product occur.

15. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this Agreement shall be binding upon a party unless made in writing, expressly refers to this Agreement and is signed by that party's authorized representative. This Agreement supersedes and cancels any prior representations, warranties and agreements relating to the subject matters of this Agreement.

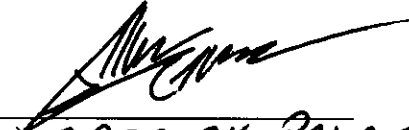
16. This Agreement is made under Pennsylvania law (without giving effect to the conflict of law principles thereof) and the local law of Pennsylvania shall apply to the construction, enforcement and interpretation of this Agreement.

PPG and the Customer have signed this Agreement as of the date(s) set forth below.

PPG Industries, Inc.

Customer

By: SD, Sturdevant (A66)  
Name (Print): Shelley D. Sturdevant  
Title: Manager, Color Services  
Date: December 7, 2004

By:   
Name (Print): GREGORY PALAMARZ  
Title: PRESIDENT  
Date: DEC 08 2004

