

OWNER NAME: _____

PROJECT NAME: _____

PROJECT ADDRESS: _____

PROJECT CITY: _____ **PROJECT STATE:** _____ **PROJECT ZIP:** _____

WARRANTY COMMENCEMENT DATE: _____

10-YEAR LIMITED WARRANTY FOR SUPER DURABLE POWDER COATINGS

Subject to the limitations set forth in this Limited Warranty, LUMABUILT LLC. warrants for a period of TWENTY (20) years from the date of shipment (the "Warranty Period") that, under normal use and service, its (AAMA 2605 compliant) Super Durable powder coatings (the "coatings"):

A. Paint Finishes

1. Color Retention: Finish will not fade in so as to give a delta E (Hunter) laboratory reading greater than 7 units from the original color when measured, pursuant to ASTM D-2244-02 in effect on the date of the coating's delivery, and (ii) in such a way as to significantly adversely affect the appearance of the surface to which the coating has been applied and result in damage to the surface;
2. Gloss Retention: Finish will exhibit gloss retention of a minimum of 50% of the original gloss when measured in accordance with ASTM D 523 at a 60 degree angle;
3. Chalking Resistance: Finish will not chalk in excess of standard number 8 illustrated in the figure 1 of ASTM D4214 Test Method A (Method D 659)
4. Checking and Cracking: Finish will not visibly check or crack in such a way as to significantly adversely affect the appearance of the surface to which the product has been applied and result in damage to the surface.

B. Warranty Terms and Conditions.

1. Registration of the purchased Product(s) is required for this warranty to be in effect. This warranty is valid to the original purchaser and one owner, of the structure, where the Product(s) have been installed.
2. "Normal atmospheric conditions" excludes corrosive or aggressive atmospheres such as those contaminated with chemical fumes, salts, or other corrosive elements, including areas within proximity of a body of salt water. LUMABUILT recommends fresh water cleaning and maintenance program(s) be in effect to prevent corrosion from accumulated deposits.
3. The warranty will not extend or cover:
 - a. Damages to the coated metal caused by handling, shipping, processing and/or installation; or
 - b. Damages to the coated metal caused by scratching or abrading after installation; or
 - c. Damages to the coated metal as a result of standing water in horizontal installations.
 - d. 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 commotion's, acts of war, or other such similar or dissimilar occurrences beyond LUMABUILT's control.
 - e. Customer shall make available to LUMABUILT the dates of the installation of the coated metal, the maintenance records including details of washing and cleaning procedures in compliance with the annual cleaning requirements as stated in the "Required Maintenance" section of this warranty. Customers that demonstrate the failure of the coated metal was due to a breach of the warranty stated herein.
 - f. Claims must be made in writing to LUMABUILT within 30 days of the discovery of a problem and authorization obtained prior to beginning any repair and/or refinishing work. The claimant must provide proof of coverage. Claims must be made by writing and can be sent to the customer service department at LUMABUILT. After receiving such notice, LUMABUILT must be given a reasonable opportunity to inspect and verify the claim.
 - g. LUMABUILT's exclusive liabilities, under this warranty, or otherwise, will be limited to refinishing and/or repairing, at LUMABUILT's sole discretion, the defective powder coating. The warranty on any refinished, repaired or replaced coated metal supplied hereunder shall be for the remainder of the warranty period applicable to the originally coated metal. All warranty work will be performed by a company or contractor selected by LUMABUILT. Color variance between refinished and/or repainted product and original shall not be indicative of a defect.
4. This warranty represents the entire agreement between all parties in relation to its subject matter and supersedes any previous agreement whether written or oral between the parties in relation to its subject matter. The limited warranties state the entire liability of LUMABUILT with respect to the Product(s) covered by them. LUMABUILT shall have no liability for any incidental or consequential damages. No person is

authorized to make any representation or warranty on behalf of LUMABUILT except as expressly set forth above, and any such statement shall not be binding on LUMABUILT except as expressly set forth above. LUMABUILT makes no warranty of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Warranties shall be the duration of this limited warranty, or such shorter duration as provided under applicable local law. These limited warranties give you specific legal rights, and you may also have other rights which vary from region to region and state by state.

5. NOTHING WITHIN THIS WARRANTY SHALL BE CONSTRUED AS A WARRANTY OF THE WORKMANSHIP OF ANY INSTALLER OR AS IMPOSING ON LUMABUILT ANY LIABILITY FOR UNSATISFACTORY PERFORMANCE CAUSED BY FAULTY WORKMANSHIP BEFORE, DURING, OR AFTER INSTALLATION.

6. It is agreed, by all parties involved, that all claims and disputes relating to this agreement, which cannot be settled through negotiation, will try in good faith to first settle the dispute by mediation administered by the American Arbitration Association (Construction Industry Mediation Procedures) as a prelude to mandatory binding arbitration. Such binding arbitration is to be conducted and administered by the Construction Industry Arbitration Rules of the American Arbitration Association. Both seller and purchaser agree to share equally in the costs of both mediation and arbitration and that such binding arbitration will be the sole and final remedial action.

D. Required Maintenance.

On a semi-annual basis, use a soft sponge or cloth with water and mild detergent or a non-abrasive soap with the pH range of 5-9 to clean the powder coated area of dirt, grime and other debris. Pressure washing and the use of harsh detergents or chemicals is not recommended and may void this warranty. Include in your maintenance records the following: date, time, specific products used, name of maintenance person and their designation, maintenance company name and observed general condition of the powder coated finish.

All notice given under or pursuant to this warranty shall be in writing in English and sent by Registered or Certified Mail, postage prepaid, return receipt requested to:

Lumabuilt
2529 W. Jackson St.
Phoenix, AZ 85009

SELLER

Lumabuilt
2529 West Jackson Street | Phoenix, Arizona 85009

LUMABUILT REPRESENTATIVE SIGNATURE

PRINTED NAME

DATE

CUSTOMER

CUSTOMER SIGNATURE

PRINTED NAME

DATE

LUMABUILT USE ONLY

WARRANTY NUMBER

WARRANTY EXPIRATION DATE