



THE WILLIAM L BONNELL COMPANY, INC.  
SUBSIDIARY OF TREDEGAR CORPORATION  
25 Bonnell Street – P.O. Box 428 – Newnan, Georgia 30263  
Phone 770-253-2020 Fax 770-254-7711

## POURED AND DEBRIDGED EXTRUSION WARRANTY

This Poured and Debrided Extrusion Warranty (“**Warranty**”) sets forth the mutual understandings between **The William L Bonnell Company, Inc.** (“**Seller**”), with offices located at 25 Bonnell Street, Newnan, Georgia 30263 (hereinafter “**Seller**”), and the purchaser of processed aluminum extrusions from Seller (“**Buyer**”) and provides as follows:

Buyer has purchased or agreed to purchase from Seller certain aluminum extrusions to be used in frames for aluminum doors and windows that utilize polyurethane polymers in a “pour and debridge” method as an insulating thermal barrier (“**Extrusions**”). Seller typically manufactures Extrusions utilizing an enhanced process to improve adhesion and ensure against material dry shrinkage/cracking of the polyurethane polymers, commonly referred to as the Azo-Braded Enhanced Aluminum Product Extrusion process (“**Process**”) *unless* (a) Seller is unable to apply the Process to the Extrusion due to design features of the product or other causes beyond Seller’s control or (b) Buyer specifically instructs Seller not to apply the Process to the Extrusion.

In consideration of Buyer’s purchase of the Extrusions, Seller and Buyer agree as follows:

1. **Warranty:** Unless (a) Seller is unable to apply the Process to the Extrusion due to design features of the product or other causes beyond Seller’s control or (b) Buyer specifically instructs Seller not to apply the Process to the Extrusion (each an “**Exclusion**”), Seller warrants to Buyer that the thermal barrier material incorporated into each Extrusion will not experience (i) dry shrinkage of the polyurethane polymer in excess of 0.125 inch (total shrink per end of Extrusion length) or (ii) cracking of the polyurethane polymer. Such excessive dry shrinkage or cracking is hereinafter referred to as an “**Extrusion Failure.**” THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE (INCLUDING STRICT LIABILITY), AND WHETHER ARISING AT LAW OR IN EQUITY. This warranty is limited to Extrusion Failures that are identified in writing to Seller within 10 years after the date the Extrusion experiencing such Extrusion Failure is shipped to Buyer. Seller reserves the right to inspect any Extrusion that has allegedly experienced an Extrusion Failure in order to verify that an Extrusion Failure has occurred and to ascertain its cause. The foregoing warranty is subject to the exclusive remedy set forth in Paragraph 2 below and to the conditions and limitations set forth in Paragraphs 3, 4 and 5 below.
2. **Remedy:** For any Extrusion installed in the Continental United States that experiences an Extrusion Failure within 10 years after the date the Extrusion has been shipped to Buyer by Seller, Seller shall:
  - a. Replace such Extrusion, including providing (and bearing the reasonable cost of) transportation of the replacement Extrusion to the location in the Continental United States where the Extrusion experiencing Extrusion Failure has been installed; and
  - b. Reimburse Buyer for reasonable out-of-pocket costs incurred by Buyer in removing the Extrusion that experienced Extrusion Failure and installing the replacement Extrusion provided by Seller at such U.S. location referenced above within ninety (90) days after receipt of such replacement Extrusion from Seller.

The foregoing remedial obligations are Seller’s sole and exclusive obligation, and Buyer’s sole and exclusive remedy, with respect to an Extrusion Failure. Seller’s remedial obligations, if any, as described in this Paragraph are expressly subject to the conditions and limitations set forth in Paragraphs 3, 4, and 5 below.

3. **Limitations and Exclusions:** Seller’s obligations pursuant to Paragraphs 1 and 2 above shall be excused to the extent that Seller demonstrates that an Extrusion Failure resulted from one or more of the following limitations (each a “**Limitation**”):

- a. Failure to properly install the Extrusion in accordance with any written instructions as may be furnished by Seller from time to time; or
- b. Failure to maintain or store the Extrusion properly and in accordance with any maintenance guidelines as may be provided by Seller from time to time; or
- c. Exposure of the Extrusion to abnormal atmospheric conditions (which term includes corrosive or aggressive atmospheres including, but not limited to, those contaminated with chemical fumes or affected by direct salt spray such as that found at or near the seashore, or resulting from snow melting agents); or
- d. Improper cavity design, improper framing design that subjects the polymer to stresses or outside elements beyond stated or AAMA TIR-A8-04 specifications; or
- e. Any alteration, misuse or abuse of the Extrusion, including but not limited to Buyer's or end user's fabrication of the Extrusion which results in creation of exposed aluminum surfaces that have not been treated with the Process; or
- f. The insulating thermal barrier was poured and debridged by a party other than Seller, regardless of whether the Process was applied by Seller.

**Extrusions that have not received the Process are expressly and completely excluded from the warranty provided hereunder.**

**Buyer understands and agrees that it may not pursue any warranty recovery against Seller upon the occurrence of any Extrusion Failure that is subject to a Limitation. In addition, Seller makes no warranty, and undertakes no remedial obligation, with respect to any replacement Extrusion provided pursuant to Paragraph 2 above.**

4. Condition of Warranty and Remedies: Seller's obligations under this Warranty shall be conditioned on Buyer providing written notice to Seller of any Extrusion Failure within thirty (30) days after discovery of the Extrusion Failure but in any event not later than 10 years after the date the Extrusion is shipped to Buyer (with reasonably satisfactory evidence of the shipment date.) Failure by Buyer to timely provide evidence of the shipment date shall fully release Seller from any and all warranty obligations hereunder, if any.
5. Limitation of Liability: Seller's aggregate liability under or arising out of the obligations under this Warranty with respect to any Extrusion Failure covered hereunder shall be limited to the provisions of Paragraph 2 above.

**IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY EXTRUSION FAILURE, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT OR OTHERWISE (INCLUDING STRICT LIABILITY), WHETHER AT LAW OR IN EQUITY.**

6. Notices: Any notice to be provided hereunder shall be delivered by hand, by U.S. certified or registered mail (postage prepaid) or by overnight courier. Notices to Buyer shall be directed to Buyer at its last known address on file with Seller. Notices to Seller shall be directed to:

The William L Bonnell Company, Inc.  
25 Bonnell Street, Newnan, Georgia 30263  
Attention: Director Sales & Marketing

All notices shall be deemed given upon receipt. A party may change its address by directing notice of such change to the other party in the manner provided herein.

7. No Assignments: The obligations of Seller hereunder shall be enforceable only by Buyer. Nothing in this Warranty shall be deemed to be for the benefit of any other persons or entities. This Warranty, and Buyer's rights arising hereunder, may not be assigned by Buyer.
8. Agreement Precedence: The parties understand and agree that in the event of any conflict between this Warranty and any purchase order or other document issued by Buyer or any order acknowledgement issued by Seller, the terms of this Warranty shall prevail.
9. This Warranty embodies the entire understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, either oral or written, relating thereto.