



THE WILLIAM L BONNELL COMPANY, INC.  
 LIMITED WARRANTY  
 FOR AAMA 2603-02 CLASSIFIED SPRAY COATINGS

**Warranted Coatings:**

<b>Coating Manufacturers</b>	<b>Spray Coating</b>
The Valspar Corporation*	Flurocyl ®, Polyure ® 1500, Polyure ® 3000, Polyure ® 3500, Polyure ® 4000
PPG Industries*	Polycron ®, Duracron ®

*\*Certain product exemptions apply. Some color requests cannot be formulated with durable pigments and may be exempted from this warranty. Customer must contact Bonnell to verify if the selected Coating is covered under this Warranty.*

This Limited Warranty (“**Warranty**”) sets forth the mutual understandings between The William L Bonnell Company, Inc. (“**Bonnell**”) and the customer (“**Customer**” or “**Buyer**”), as to the limited warranty covering the above paint spray coating (“**Spray Coating**”) classified as a class AAMA 2603-02 coating on products sold by Bonnell.

When used as a spray coated finish on aluminum extrusions (“**Metal**”) and used in a manner prescribed by the specifications for “**AAMA 2603-02**” of the American Architectural Manufacturers Association Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels, Bonnell warrants that, subject to the limitations set forth herein, the Spray Coating will not under normal atmospheric conditions:

- 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), for a period of **5 years** from the date the Metal coated with the Spray Coating is shipped by Bonnell to Customer (“**Date of Shipment**”);
- B. Chalk in excess of a numerical rating of **6**, as measured using the ASTM D 4214 (Method D-659) procedure for a period of **3 years** from the Date of Shipment;
- C. Fade or change color in excess of **8 Hunter ΔE units**-CIE L\*a\*b\* Color Difference), as measured using the ASTM D 2244, Section 6.3 procedure, comparing an unexposed retain panel to the exposed panel after removal of dirt and chalk, for a period of **3 years** from the Date of Shipment. Spray Coatings containing “Mica” or “Metallic” pigments are not covered under provision C, and Bonnell does not offer a rating warranty for fade or color change in such instances. Non-uniform exposure of Metal coated surfaces to the sun and elements may result in differences in fading and color change.

## TERMS AND CONDITIONS:

1. This Warranty applies only to Spray Coatings that (a) meet the standards of an AAMA 2603-02 rating; (b) which are classified by the manufacturer as such; and (c) are approved by Bonnell.
2. The period covered under this Warranty shall commence on the Date of Shipment, as evidenced by Bonnell's corresponding invoice. As a prerequisite to the making of any claim hereunder, Customer must provide Bonnell, within the warranty period, with Bonnell's corresponding invoices of the allegedly defective Spray Coating evidencing the Date of Shipment.
3. This Warranty covers Spray Coatings exposed to normal atmospheric conditions (which term excludes corrosive or aggressive atmospheres such as, but not limited to, those contaminated with chemical fumes, or affected by direct salt spray such as that found at or near the seashore) at all times during the warranty period in the Continental United States unless Bonnell specifically and in writing notifies the Customer otherwise prior to sale of the product. Bonnell retains the right to solely determine the suitability of the environment affecting the product location during a warranty investigation. To determine a suitable environment, Customer should consult with Bonnell before any storage or installation of a product with the Spray Coating takes place.
4. **IN AREAS OF HIGH SALT CONCENTRATION, INCLUDING BUT NOT LIMITED TO AREAS ADJACENT TO SEASHORE, THIS WARRANTY SHALL NOT APPLY IF NO SYSTEMATIC MAINTENANCE PROGRAM HAS BEEN INSTITUTED TO CLEAN THE SURFACE PERIODICALLY SO AS TO PREVENT THE ACCUMULATION OF CONCENTRATED SALT DEPOSITS. REFER TO THE SPECIFICATIONS ("SPECIFICATIONS") SET FORTH IN AAMA 609 & 610-02 FOR CLEANING AND MAINTENANCE INSTRUCTIONS. FAILURE TO CLEAN AND MAINTAIN THE COATED PRODUCT AS PER THESE SPECIFICATIONS SHALL AUTOMATICALLY RENDER THIS WARRANTY NULL AND VOID. THE PARTY CLAIMING WARRANTY PROTECTION IS RESPONSIBLE FOR PROVIDING SATISFACTORY EVIDENCE TO BONNELL OF REGULAR CLEANING AND MAINTENANCE OF THE PRODUCT CONTAINING THE SPRAY COATING THROUGHOUT THE WARRANTY PERIOD IN ORDER FOR THE WARRANTY TO BE ENFORCEABLE. THIS WARRANTY SHALL NOT APPLY IF SUCH PRODUCT WAS STORED OR INSTALLED IN A BUILDING LOCATED LESS THAN ONE MILE (5,280 FT) FROM THE SEASHORE OR ANY OTHER BODY OF SALT WATER.**
5. **THIS WARRANTY SHALL NOT COVER LOSSES OF COATING ADHESION DUE TO CORROSION-RELATED CAUSES, INCLUDING, BUT NOT LIMITED TO: CORROSION OCCURRING ON MACHINED PRODUCT AREAS (E.G., WEeping HOLES, EDGES OF CUT, OR ON LAYERS OF PAINT WHICH HAVE BEEN DAMAGED); CORROSION RESULTING FROM EXPOSURE TO SALT SPRAY FROM COASTAL AREAS OR AREAS WHERE SNOW MELTING AGENTS ARE USED; CORROSION RESULTING FROM EXPOSURE TO HIGH CHLOROUS ATMOSPHERE, METAL CLEANERS, PRIMERS, OR TREATMENTS THAT HAVE NOT BEEN APPROVED BY BONNELL; OR ANY SUBSTRATE CORROSION OCCURRING WHILE THE METAL IS UNDER CUSTOMER'S POSSESSION OR CONTROL. IN ADDITION, FAILURE TO USE THE COATED METAL IN AN APPROVED MANNER PURSUANT TO AAMA 2603-02 STANDARDS SHALL AUTOMATICALLY RENDER THIS WARRANTY NULL AND VOID.**
6. This Warranty shall not apply where Spray Coating failure is the result of scratching or abrading during or after installation, standing or ponding water, fire, other accident or casualty, vandalism,

salt spray, radiation, harmful fumes or foreign substances in the atmosphere, mishandling, improper fabrication, acts of God, or other similar or dissimilar occurrences beyond the control of Bonnell.

7. This Warranty shall not extend to or cover: (1) damage to the Spray Coating occasioned by moisture or other contamination detrimental to the coating because of improper packaging and/or storage by Customer of the coated Metal prior to installation; or (2) damage to the Spray Coating caused by Customer's handling, shipping, processing or installation of the Metal.
8. Bonnell assumes no responsibility for the Customer's fabrication of the Metal, including but not limited to fabrication which results in creation of exposed aluminum surfaces that have not been treated with the Spray Coating, and warrants only against defects in the Spray Coating applied by Bonnell to Metal in the condition when and as supplied by Bonnell subject to the terms of this Warranty. Customer agrees to maintain adequate quality control facilities and procedures as per AAMA 609 and 610-02, as amended, to ensure that the Specifications are followed.
9. Bonnell's exclusive liability and Customer's sole remedy under this Warranty will be limited to the direct cost of refinishing or replacing the defectively coated Metal, as solely determined by Bonnell. Refinishing of the failed coated Metal shall be performed by an approved contractor by using standard finishing practices and materials, not necessarily the same Spray Coating, at Bonnell's discretion. In no event, however, shall Bonnell's responsibility extend to any incidental, special, consequential or other indirect damages, and in all cases, Bonnell reserves the right to approve and negotiate the contract for such refinishing or replacing. The Warranty on any replacement Spray Coating hereunder shall be for the then unexpired portion of the warranty period applicable to the Spray Coating originally provided hereunder.
10. Claims under this Warranty must be made to Bonnell in writing within ten (10) days after Customer becomes aware of any alleged defect. Bonnell shall have forty-five (45) days from the date it receives notice of a claim from Customer in which to inspect (i) the Spray Coating claimed to be defective and (ii) all related maintenance records, prior to initiation of repair work or replacement, if any.
11. In the event of a claim under this Warranty, Customer shall reasonably demonstrate to Bonnell that the failure of the Spray Coating was due to a breach of the warranty stated herein and provide reasonable assistance and cooperation for Bonnell to make its determinations.
12. This Warranty is extended to Customer alone as the purchaser of the Metal coated with the Spray Coating and is non-transferable and non-assignable. Customer shall not permit any party to claim or imply that this Warranty extends to any party other than Customer. This condition is a material term of this Warranty and its violation by Customer or its agents or representatives shall release Bonnell from its obligations hereunder.
13. Except as set forth herein, Bonnell makes no other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Spray Coating, whether arising in contract, tort or otherwise (including strict liability), whether at law or in equity. Bonnell shall not be responsible for any general, special, compensatory, consequential or exemplary damages resulting from the failure of the Spray Coating, and in no event shall Bonnell be liable for any breach of Warranty in an amount exceeding the purchase price of the allegedly defective Spray Coating.
14. At Bonnell's sole discretion, specific Spray Coating colors may be withdrawn from this Warranty at anytime by prior written notice from Bonnell. Such withdrawal, however, will not affect

Bonnell's obligation hereunder for the Spray Coating on the Metal supplied prior to the date of such withdrawal.

15. Bonnell reserves the right to terminate this Warranty as to the Spray Coating on all coated Metal not already shipped to Customer, upon at least forty-five (45) days advance written notice. Such termination shall not affect the rights and responsibilities of either party which have been established prior to the date of termination.
16. All notices given under or pursuant to this Warranty shall be in writing and sent by registered or certified US mail, postage prepaid, return receipt requested, to the party to whom such notice is to be given. Notices to Customer shall be sent to Customer's last known address on file with Bonnell. Notices to Bonnell shall be sent to the following:

The William L Bonnell Company, Inc.  
25 Bonnell Street, PO Box 428,  
Newnan, GA, 30263  
Attention: Director of Sales and Marketing

17. All such notices shall be deemed served and delivered upon posting.
18. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this Warranty shall be binding on Bonnell or Customer unless made in writing and signed by their authorized representatives.
19. This Warranty constitutes the entire statement of Bonnell respecting the Spray Coating and supersedes any prior or contemporaneous statements or understandings with any other party. The warranty evidenced by this document may not be amended or rescinded except as set forth herein.
20. This Warranty is subject to Bonnell's *Standard Terms and Conditions* relating to the products purchased by Customer, if any, with the Spray Coating. If Customer supplied Bonnell with the Metal to be coated, this Warranty is also subject to the *Services Addendum* to Bonnell's *Standard Terms and Conditions*. The terms of this Warranty shall control any discrepancies between this Warranty and the *Standard Terms and Conditions* and the *Services Addendum*, as applicable.