



*Painting the World...  
Without Costing the Earth*

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## LIMITED WARRANTY

### D-200 FOR USE ON VINYL PROFILES

1. Subject to the terms and conditions of this warranty, AquaSurTech OEM ("AQ"), warrants that D-200 (the "Product"), when applied to vinyl profiles in accordance with the Application Instructions issued by AQ regarding the Product (the "Instructions"), will be free from peeling, cracking or blistering and significant (greater than 6 Delta E units) ultraviolet discoloration caused by natural environmental atmospheric conditions, for a period of fifteen (15) years from the date of application of the Product.
2. This limited warranty may be extended to an APPLICATION WARRANTY if AQ has pre-approved the specific application AND the application has been effected by an applicator which has been certified in writing by AQ. Under the APPLICATION WARRANTY any product failure due to defective Product (as defined above) will be repaired in-the-field, as directed by AQ and at AQ's expense, for a period of fifteen (15) years from the initial date of application of the Product. The APPLICATION WARRANTY will only cover coating failures, and not for failures arising due to poor product preparation. Spot adhesion failures (less than 15% of the coated surface area) are not covered by this limited warranty or the APPLICATION WARRANTY since the damage cause is inconsistent preparation. All other provisions of this limited warranty apply to the APPLICATION WARRANTY.
3. This limited warranty is not applicable and does not extend to the following:
  - i) If the Product has not been applied in strict accordance with the Instructions;
  - ii) If damage occurred as a result of poor quality of the profiles or substrate coated using the Product;
  - iii) If damage occurred as a result of improper fabrication of units incorporating the coated profiles;
  - iv) If damage occurred during delivery, transport or installation of the coated products;
  - v) If damage is caused by an external factor, including, but not limited to, stucco leach, acidic or solvent washes, hard tack tapes, persistent salt water spray and blowing sand;
  - vi) If damage occurred due to an act of God;
4. If the Product fails to meet this limited warranty, and the APPLICATION WARRANTY is not applicable, AQ's liability is limited solely and exclusively to provide replacement Product or refund the original purchase paid for the Product, at the option and sole discretion of AQ. Replaced Product is warranted only on the same terms and for the remainder of the warranty

period. AQ reserves the right to discontinue or change any Product. If the Product is not available, AQ may select and provide a replacement Product of equal quality and price. Transportation, labor and application charges are the customer's responsibility and are not included in this limited warranty. The foregoing is the sole and exclusive remedy for the Product under this limited warranty.

5. This limited warranty is in lieu of and excludes all other warranties not expressly set forth herein, expressed or implied by operation of law or otherwise, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. To the extent that any implied warranties may nonetheless exist by operation of law, such warranties are limited to the duration provided by law. AQ shall in no event be liable for incidental, consequential or special damages of any kind. Some states/provinces do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply. AQ does not authorize anyone to create for it any obligation or liability in connection with the Product.
6. All claims under this limited warranty must be initiated during the warranty period. To initiate a claim, please contact AQ at its then current address. Claimant will be required to provide evidence of the Product failure, proof of date of purchase of the Product, and proof that the Product was applied in strict accordance with the Instructions.

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