

LIMITED WARRANTY No. _____

Niklyn Corporation Company (Niklyn) hereby warrants to (Owner) the **SureKote SD-12™** coating system (Coatings) used in conjunction with the painting of the structure identified herein under the following terms and conditions:

1. WARRANTY COVERAGE

Niklyn hereby warrants that the Coatings identified in section 9.0 of this warranty shall not:

- 1.1. Check, crack, blister or delaminate from the substrate.
- 1.2. Change color more than 5 DE Hunter units as determined in accordance with ASTM D 2244 by comparing the affected exposed coating cleaned with water and a soft cloth with unexposed Original Project Color Standards (see Item 3.2 below) maintained by Niklyn and the Owner.
- 1.3. Exhibit loss of gloss in excess of 24 units as measured by a gloss meter in accordance with ASTM D523-89 with 60-degree geometry.
- 1.4. Chalk in excess of a rating 8 as measured in accordance with ASTM D4214, Method A.

2. LENGTH OF COVERAGE

Warranty coverage shall be effective for a period of **five (5) years** beginning on the substantial completion date identified in section 8.0 of this warranty or beginning six (6) months following commencement of painting, whichever comes first.

3. CONDITIONS

This warranty is contingent upon the following conditions:

- 3.1. Coverage under this warranty is contingent upon formal Owner acceptance by signature prior to completion of project.
- 3.2. In the event of a claim against this warranty, Niklyn shall have the right to perform such inspections and/or test of the coated structure as Niklyn deems necessary to determine whether a Coatings failure is covered by the warranty described above.

Accepted By: _____
signature *company name*

name & title (please print or type) *date*

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(please sign and return to Niklyn)

3. CONDITIONS (continued)

- 3.4. The results of all tests identified in Section 1.0 above shall be the average of three (3) readings taken from each affected area
- 3.5. The coated Metal must be a surface on which no standing water accumulates.
- 3.6. The warranty for any refinished or replaced metal substrate shall be only for the remainder of the original warranty period applicable to the original coated metal substrate.
- 3.7. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Connecticut, United States of America without giving effect to any choice of conflict of law provision or rule that would cause the application of the law of the jurisdiction other than Connecticut. The Owner hereby consents to the jurisdiction of, and hereby waives any defenses based on lack of jurisdiction or venue by, the Commonwealth of Connecticut, New Haven County, for all purposes and proceedings related to any dispute related to or arising out of this Agreement

3.8. Niklyn must receive full and timely payment of all Niklyn invoices related to this project.

4. EXCLUSIONS

This warranty does not cover any failure resulting from or related to:

- 4.1. Niklyn Crevice corrosion and resultant rust staining of adjacent painted surfaces from areas inaccessible for proper surface preparation and coating application through normal paint practices including, but not limited to uncaulked back-to-back angles, substrate overlaps, bolted and/or riveted connections, seams, skip-welds, etc.
- 4.2. Exposure to heat in excess of normal ambient exterior temperatures.
- 4.3. Harmful chemicals, fumes or vapors, unless specifically agreed upon by Niklyn in writing.
- 4.4. Vandalism or physical abuse
- 4.5. Negligence or lack of proper maintenance and repair of coated structure
- 4.6. Any acts or omission of contractor.
- 4.7. Significant change in the use of coated structure.
- 4.8. Failure of repairs to coatings made by others or non-certified contractors.

5. SITUATIONS NOT WARRANTED

In addition to the exclusions above, this warranty is subject to force majeure and is contingent upon acts which are beyond the reasonable control of the party from which performance is required, including, but not limited to fire, flood, earthquake, tornado, damaging hail, lightning strike or other Acts of God; acts of war, riot, explosion, terrorist activity or other catastrophic events.

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6. REPORTING OF CLAIM

Any claim under this warranty must be presented to and received by Niklyn during the respective warranty period set forth above. Any such claim must be made in writing within sixty (60) days from the date whereupon the owner first becomes aware that the Coatings have failed to conform to the warranty set forth herein.

Writing notice of claim should be sent to: Niklyn Corporation, PO Box 268, Durham, CT 06422
Attention: Warranty Administrator.

7. LIMITATION OF LIABILITY

THE WARRANTY AS DESCRIBED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, IN NO EVENT SHALL NIKLYN 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 THE PRODUCT OR FROM ANY POSSESSION OR USE MADE OF A PRODUCT

THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST NIKLYN CORPORATION AND THE SOLE PURPOSE FOR THIS WARRANTY SHALL BE FOR REPLACEMENT OF THE COATING MATERIALS IN THE EVENT THE MATERIALS FAIL TO CONFORM TO THIS WARRANTY AND THE EXCLUSIVE REMEDY SHALL NOT HAVE FAILED ITS ESSENTIAL PURPOSE AS LONG AS NIKLYN IS WILLING TO PROVIDE COMPARABLE REPLACEMENT COATING MATERIALS TO THE OWNER. NIKLYN'S LIABILITY UNDER THIS WARRANTY SHALL UNDER NO CIRCUMSTANCES EXTEND BEYOND FURNISHING TO THE OWNER, AT THE PROJECT ADDRESS SET FORTH, SUFFICIENT COMPARABLE NIKLYN PRODUCTS FOR REPAIR OF THE AFFECTED AREA(S). THIS WARRANTY SHALL NOT INCLUDE THE INSTALLATION OF REPLACEMENT COATING MATERIAL OR REPAIR LABOR. NIKLYN SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGE FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY (INCLUDING DAMAGE TO THE STRUCTURE OR ITS CONTENTS), ENVIRONMENTAL INJURIES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO REMEDY FOR SUCH DAMAGES SHALL BE AVAILABLE TO THE OWNER. THE MAXIMUM EXPOSURE SHALL NOT EXCEED THE VALUE PAID TO NIKLYN FOR AREAS COATED ON SAID PROJECT.

Accepted By: _____

signature

company name

name & title (please print or type)

date

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8. PROJECT IDENTIFICATION

Project:

Owner:

Primary Contractor:

Niklyn Representative: Tamara DeFonzo
Niklyn Corp.
PO Box 268
Durham, CT 06422

Warranty Fee: Not Applicable for first 5 years

Optional Additional Warranty Purchase _____ **for 5 years additional**

Substantial Completion Date:

Warranty Expiration Date:

Accepted By: _____
signature *company name*

name & title (please print or type) *date*

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9. COATING SYSTEM

Substrate: Exterior Balcony rails and decorative rails .

Surface Preparation:

Steel is processed in a SureKote SD-12™ finish. This certified process begins with abrasive blasting to sspc-sp6 finish, followed by a SureKote AL Prep Wash™, , and then a three-coat system consisting of Zinc Base epoxy binder coat followed by Tiger Drylac or PPG SD or Ultra Series Coating Top Coat and meetings or exceeds AAMA 2604 Specifications A **5 Yr System. Color** _____

10. GEOGRAPHIC SCOPE

The foregone warranty shall apply only with respect to structures within the United States.

11. LIMITATION ON ASSIGNMENT OR TRANSFER

This warranty is made to the Owner only and is not assignable or transferable by the Owner, whether or not such transfer or assignment is made in connection with the transfer or sale of the structure without prior written consent of Niklyn, which shall not be unreasonably withheld.

Accepted By: _____

signature

company name

name & title (please print or type)

date

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(please sign and return to Niklyn)

In witness hereto, the parties hereto, by their authorized signatures, have executed this Warranty: #_____

NIKLYN CORPORATION

(OWNER'S NAME)

By: _____
Tamara DeFonzo
Operating Member

By: _____
(print name) _____

(title) _____

Date: _____

Date: _____

Accepted By: _____
signature

company name

name & title (please print or type)

date