



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

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LIMITED WARRANTY

TRUSTAIN SYSTEM FOR USE ON VINYL PROFILES

1. Subject to the terms and conditions of this warranty, AquaSurTech OEM ("AQ"), warrants that TRUSTAIN (the "Product"), when applied to vinyl profiles (and to cellular PVC and composite profiles if specific application thereto has been pre-approved in writing by AQ) in accordance with the Application Instructions issued by AQ regarding the Product and the specific application (the "Instructions"), will be free from:
 - a) flaking, peeling, cracking or blistering for a period of fifteen (15) years from the date of application of the Product; and
 - b) significant ultraviolet discoloration caused by natural environmental atmospheric conditions for a period of ten (10) years from the date of application of the Product.
2. 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 profiles;
 - v) If damage occurred as a result of 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 or other cause beyond the control of AQ.
3. If the Product fails to meet this limited warranty, 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 then 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.
4. 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.

5. 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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January/14