

MASTERJACK

PROJECT: CAROUSEL STOREFRONT BALCONY SYSTEM REPLACEMENT
CONTACT: JIM KYGER - ALL STATES CONSTRUCTION COMPANY, INC.
DATE: 12/15/2011
FROM: DAVID RITCHIE - MASTERJACK; BRIAN SASSO - ARCADIA
RE: PRODUCT DATA; SPECIFICATIONS; WARRANTY

INFORMATION REQUESTED:

PLEASE FIND THE ATTACHED INFORMATION ON THE STOREFRONT/SLIDING GLASS DOOR SYSTEM REPLACEMENT FROM ARCADIA ARCHITECTURAL PRODUCTS. PLEASE NOTE THAT THE DURACRON FINISH BY PPG HAS A WARRANTY PERIOD OF 5 YEARS FROM DATE OF INSTALLATION. THE UPGRADE TO THE KYNAR FINISH HAS A WARRANTY OF 10 YEARS FROM THE DATE OF INSTALLATION. THE FOLLOWING INFORMATION IS INCLUDED:

ARCADIA PRODUCT WARRANTY - ATTACHMENT "A"
GUARDIAN GLASS PRODUCT WARRANTY - ATTACHMENT "B"
KYNAR FINISH WARRANTY/INFORMATION - ATTACHMENT "C"
DURACRON FINISH WARRANTY/INFORMATION - ATTACHMENT - "D"

THE INFORMATION IS TO BE USED FOR THE CAROUSEL STOREFRONT/SLIDING DOOR SYSTEM REPLACEMENT PROJECT. INFORMATION CONTAINED IN THIS PACKAGE IS FOR USE ON ALL MATERIALS USED TO MANUFACTURE THIS PRODUCT PER ATTACHED WARRANTY & DATA.

SINCERELY,
DAVID RITCHIE
GENERAL MANAGER
MASTERJACK

DR
12/15/11

410-352-5000 PHONE; 410-352-3258 FAX
davidritchie@masterjackwindows.com

PRODUCT WARRANTY

ARCADIA*Arcadia Architectural Products, Inc.*

Warrants its products for a period of one (1) year from date of shipment providing the product was properly installed in accordance with Arcadia's installation instructions and maintained in accordance with Arcadia's operations and maintenance manual against defective workmanship in manufacturing and provided the product has not been damaged and/or altered prior to or during installation. The seller will replace; FOB its dock, any and all products found to be so defective. The product supplied shall meet the standard door and window specifications as outlined in the sellers catalog or as specified in the applicable bid proposal, which have been designed in accordance with prevailing engineering practices and procedures. Buyer remedies with respect to the products failure to meet the foregoing warranties shall be limited to the sole remedy provided herein.

All items, including without limitation hardware and glass, manufactured by others and purchased by the seller for use in its products, carry such other manufacturers' warranties only. In replacing such defective items the seller will not assume charges for freight and/or labor. All items furnished by or on behalf of buyer for incorporation of the order must be shipped to the seller freight prepaid and be received in the seller's plant before the seller is obligated to commence fabrication. The seller will not accept back charges for material and/or labor due to inaccuracies caused by the use of templates for cut outs and fabrication.

The seller makes no other representations, covenants, warranties or guarantees with respect to the product and performance ordered herein except as expressly set forth in this section. All implied warranties, including without limitations, merchantability, fitness for particular purpose, or arising from a course of dealing or use of trade, are specifically excluded. Notwithstanding any provision in this agreement to the contrary, the seller in no event shall be liable to the buyer for any indirect, special or consequential type damages, however arising, including, by way of example, but not by way of limitation, loss of profit, loss of use, business interruption, or caused by the sole negligence of the seller.



SAMPLE ONLY

DUAL SEAL INSULATING GLASS LIMITED WARRANTY

During a period of ten (10) years from **date manufactured**, Insulating Glass Units ("UNIT") manufactured by Guardian Industries Corp., or its subsidiaries ("Guardian"), is warranted, to its immediate customer only, subject to the terms and conditions of this Insulating Glass Warranty ("Warranty"), not to develop material obstruction of vision as a result of dust or film formation on the internal glass surfaces caused by failure of the hermetic seal.

In the event that the UNIT fails to conform to the Limited Warranty as described above, Guardian must be notified in writing of such failure at the plant from which the purchase was made. Liability under **this** Warranty for defective UNIT is limited, at Guardian's exclusive option, to Guardian replacing such UNIT without charge F.O.B. nearest shipping point of Guardian to place of original delivery or, in the alternative, a refund of 100% of Guardian's original selling price for such UNIT. **Labor costs are not covered by this Warranty.** This Warranty does not apply to replacement UNIT beyond the Warranty period applying to the original UNIT. Guardian reserves the right to inspect any UNIT which is alleged to be defective prior to its removal from the glazing system, installation or fabrication location.

Guardian's liability shall be limited solely to its responsibilities under the Warranty. In no event shall Guardian be liable to any person or entity for indirect, special, incidental or consequential damages or charges for any reason.

CONDITIONS WHICH WILL VOID THE WARRANTY

If any of the following events have occurred, Guardian will have no liability under this Warranty:

If the UNIT'S glass surfaces or panes are broken or fractured.

If the UNIT'S seal is subjected to standing water or other liquids.

If the UNIT is damaged or altered by handling, storage, fabrication, or installation contrary to Guardian's written instructions attached and incorporated by reference or industry standards GANA - *Glass Association of North America, which includes these former independent associations: FGMA, LSGA, and GTA; SIGMA - Sealed Insulating Glass Manufacturers Association; IGMAC - Insulating Glass Manufacturers Association of Canada; and AAMA - American Architectural Manufacturers Association* or equivalent.

If the UNIT is attacked by incompatible glazing lubricants, glazing soaps, incompatible glazing gaskets or glazing sealants, incompatible cleaning fluids, moisture or building runoff, gluing or attachment of non-Guardian applied films, direct contact with incompatible paints, adhesives, solvents or insulation, or exposure to solvent or chemical fumes.

If the UNIT was discarded or destroyed.

If the UNIT is installed in any type of zipper or non-perforated marine gasket glazing system.

If the UNIT is installed in water craft, swimming pool enclosures, solar collectors, or commercial refrigeration products.

If breather tubes are not properly crimped in accordance with Guardian's written instructions.

EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE UNIT OR ANY PART OR COMPONENT THEREOF AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE.

No variation or change from this Warranty will be binding upon Guardian unless made in writing and signed by an officer of Guardian.

No. WR 103 Stan. - Effective 02/24/96

Supersedes No. 111 Stan. - Rev. 12/93

SAMPLE

Guardian – Webster, 5 Cudworth Rd, Webster, Massachusetts, 01571 (508) 943-6600

"B



Guardian Total Performance Calculator

 December 15, 2011
Thermal 5.2.5

OUTDOORS

Lite	Clear	#1 -----
	Thickness = 1/4" = 6 mm	#2 SunGuard® SuperNeutral 68
Gap	Air	
	Space = 1/2" = 12 mm	
Lite	Clear	#3 -----
	Thickness = 1/4" = 6 mm	#4 -----
Total Unit = .942" = 23.9mm		Slope = 90°

INDOORS

Visible Light		Solar Energy (Direct)		Winter	Summer		
				U-Factor	U-Factor	Shading Coef.	SHGC
% Transmittance	% Reflectance	% Transmittance	Reflect % Out	Night-time	Day-time		Relative Heat Gain
	Indoor	Outdoor					
68	12	11	33	32	.29	.28	.43
							.377
							90

ASHRAE NFRC 2004

The performance values shown above represent NOMINAL VALUES for the center of glass (no spacer or framing). Slight variations may occur due to manufacturing tolerances, point of manufacture, and type of instrumentation used to measure the optical properties

EXPLANATION OF NFRC 2004 STANDARD TERMS

Visible Light = radiant energy in the wavelength range of 380 nm to 780 nm with ILL D65 and CIE 2° observer

% Transmittance = percentage of visible light at normal incidence (90° to surface) directly transmitted through the glass

% Reflectance Indoors = percentage of visible light at normal incidence directly reflected from the glass back indoors

% Reflectance Outdoors = percentage of visible light at normal incidence directly reflected from the glass back outdoors

Solar Energy (Direct) = sun's radiant energy with wavelength range of 300 to 2500 nm at air mass 1.5 direct normal, ASTM E 891.

% Transmittance = percentage of solar energy at normal incidence (90° to surface) directly transmitted through the glass

Reflect % Out = percentage of solar energy at normal incidence directly reflected from the glass back outdoors

U-Factor - (also called U-Value) air-to-air thermal conductance of 39" high glazing and associated air films. Units are Btu/hr ft² F

Winter-night = 12.3 mph wind at -0.4°F & 69.8°F indoors Summer = 0 sun, 6.15 mph wind at 89.6°F & 75.2°F still indoor air.

Shading Coef = (SC) fraction of solar heat, direct (300 to 4500 nm) plus indirect (5 to 40 μm), transferred indoors through the glass. For reference, 1/8" (3.1 mm) clear glass has a value of 1.00 (SC is an older term being replaced by the SHGC)

SHGC = (Solar Heat Gain Coefficient) fraction of solar energy incident on the glazing that is transferred indoors both directly and indirectly through the glazing. The direct gain portion equals the direct solar transmittance, while the indirect is the fraction of the solar energy absorbed to the energy reradiated & convected indoors. No heat gain from warmer outdoor air is included

SHGC = (Direct Solar Trans) + {[(Indirect Solar Heat Gain) - (Summer U-Value)(89.6°F - 75.2°F)] / (248.209 Btu/hr ft²)}

Relative Heat Gain (RHG) = total net heat gain to the indoors due to both the air-to-air thermal conductance and the solar heat gain. The units are Btu/hr ft². RHG = [(Summer U-Value)(89.6°F - 75.2°F) + (Shading Coef)(200 Btu/hr ft²)]

This performance analysis is provided under license by Guardian Industries Corp. It is designed to assist the user in evaluating the performance of the glass products identified on this report. Many factors may affect glass performance including glass size, building orientation, shading, wind speed, type of installation, and other factors. While Guardian has made a good faith effort to verify the reliability of this program, it may contain unknown programming errors that could result in incorrect results. With respect to non-Guardian products, this performance analysis may be based on published information from the manufacturer that has not been independently verified by Guardian for accuracy. Moreover, the applicability and results of the analysis are directly related to user inputs and any changes in actual conditions can have a significant effect on the results. GUARDIAN DOES NOT PROVIDE ANY WARRANTY OR GUARANTEE REGARDING THE ACCURACY OF THE INFORMATION IN THIS REPORT OR AGAINST GLASS BREAKAGE OR FOR ANY DIRECT OR INDIRECT DAMAGES THAT MAY BE DUE TO THE USE OF THE PROGRAM.

SunGuard® is a registered trademark of Guardian Industries Corp.

**ALUMINUM EXTRUSION**

P.O. Box 626, 1188 Cayadutta Street, Fonda, New York 12068
 Phone: (518) 853-3421 Fax: (518) 853-3130

KEYMARK CORPORATION KYNAR 500 & HYLAR 5000 FLUROPOLYMER SPRAY COATINGS WARRANTY AGREEMENT

THIS MASTER WARRANTY AGREEMENT is made between Keymark Corporation, a New York corporation, and the following building products producer (the "Customer"):

This Agreement applies to each Kynar 500 & Hylar 5000 coatings listed below (each a "Product") purchased from Keymark Corporation by the Customer, when the product has been applied to an interior/exterior aluminum extrusion.

	Approved Substrate	Pretreatment Type	Coating Type	Atmospheric Environment	Recommended Product
I.	Aluminum	Chrome	Spray	Normal, Industrial, Seacoast	2,3, or 4 coat Kynar 500 & Hylar 5000 coatings (Including metallic's or micas)

I. Performance Warranties

Keymark Corporation warrants, subject to the conditions of this Agreement, that the recommended Product has been properly factory machine applied & cured on a properly cleaned Aluminum Substrate primed with Flash Primer and that is properly treated with a chrome-containing pretreatment will not:

- A. Check, crack or peel (lose adhesion) but this does not include minute fracturing which may occur in proper fabrication of extrusions.
- B. Chalk in excess of a numerical rating 6, as measured using the procedures of ASTM D4214 (Method D-659); or,
- C. Fade or change color in excess of 8 DE units (CIE L*a*b* Color Difference), as measured using the procedure of ASTM D2244, comparing an unexposed retain panel to the exposed panel after removal of dirt and chalk, or



ALUMINUM EXTRUSION

P.O. Box 626, 1188 Cayadutta Street, Fonda, New York 12068
Phone: (518) 853-3421 Fax: (518) 853-3130

- D. Corrode in excess of a numerical rating 6 on cut edges and numerical rating 7 on field surfaces, as measured using the procedures of ASTM D1654.

The above warranties (the "Performance Warranties - Category I") shall continue for 21 YEARS from the installation of the Approved Substrate coated with the recommended Product or 20 YEARS from date of substantial project completion (whichever occurs first) and has been installed within (12) months from the date Keymark Corporation ships the product to customer; provided however, unless specifically agreed to in writing by Keymark Corporation for a particular project of the Customer, where the Approved Substrate coated with the recommended Product is applied to extrusion that is installed anywhere outside of continental North America the Performance Warranties – Category I shall be one-half ($\frac{1}{2}$) of the otherwise applicable periods.

THIS WARRANTY PROVIDED IN THIS AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. The Performance Warranties apply to all recommended Product colors unless Keymark Corporation designates in writing to the Customer that a color is not covered.
2. Fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements. A systematic (at least annual) fresh water rinse maintenance program in areas of high salt concentration (such as adjacent to the seashore and/or in industrial atmospheres) is required so as to prevent the accumulation of concentrated salt deposits. Refer to the specifications set forth in AAMA 609 & 610-02 for cleaning and maintenance instructions. Failure to clean and maintain the coated product and provide documentation of proof of such maintenance program shall automatically render this warranty null and void.
3. The Performance Warranties only will apply to Product that is applied to the Approved Substrate within twelve (12) months of receipt by Keymark Corporation and ships the Product. Further, the Performance Warranties only will apply to, and only to, the recommended Product which is: properly factory applied to and properly cured on a properly cleaned, treated and primed Approved Substrate in accordance with paint manufacturer's published Product Data Sheet and procedures and specifications.
4. The Performance Warranties will not apply to damage to and/or failure of the recommended Product caused by: moisture or other contamination detrimental to the Product because of improper packaging, storage or handling of the coated Approved Substrate by Customer prior to installation; improper handling, shipping, processing, and/or installation of the coated Approved Substrate; scratching or abrading of the



ALUMINUM EXTRUSION

P.O. Box 626, 1188 Cayadutta Street, Fonda, New York 12068
Phone: (518) 853-3421 Fax: (518) 853-3130

Product during or after installation or acts of God, falling objects, explosions, fire, or other such similar or dissimilar occurrences beyond Keymark Corporation's control.

5. Warranty is void if any fabricating operation damages the coating, or damages the substrate to an extent that the coating film is compromised.
6. Keymark Corporation's exclusive liability to the Customer under this agreement, shall be limited to, at Keymark Corporation's option, the refinishing, or replacing, or reimbursement of the cost of refinishing or replacing the Approved Substrate exhibiting a defective Product. Such refinishing shall be performed by Keymark Corporation or approved contractor, using standard finishing practices and materials as selected. Keymark Corporation reserves the right to approve any contract for such refinishing or replacing; such approval not to be unreasonably delayed or withheld. The Performance Warranties on any refinished or replaced coated Approved Substrate shall be only for the remainder of the warranty period applicable to the Approved Substrate originally coated except as expressly provided above. In no event shall Keymark Corporation 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 a Product or from any possession or use made of a Product.
7. All claims relating to quality, condition or performance of the Product shall be waived unless made by the Customer to Keymark Corporation within the applicable warranty period, and within thirty (30) days after the Customer or Applicator is informed or becomes aware of a defect in or of the Product; and Keymark Corporation must be given a reasonable and prompt opportunity to inspect said alleged defect.
8. Except for the Performance Warranties, Keymark Corporation MAKES NO IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY OF THE PRODUCTS, AND NO EXPRESS WARRANTIES OTHER THAN THOSE SET FORTH EXPLICITLY IN THIS AGREEMENT.
9. The Performance Warranties are extended solely to the Customer and they are nontransferable and nonassignable, and Customer shall not permit or authorize their employees, agents, representatives or customers to claim, represent or imply that the Performance Warranties extend to or are available to anyone other than the Customer, except by written agreement by said customer and Keymark Corporation.



ALUMINUM EXTRUSION

P.O. Box 626, 1188 Cayadutta Street, Fonda, New York 12068
Phone: (518) 853-3421 Fax: (518) 853-3130

10. In the event of a material breach by the Customer or a failure to comply of any of the conditions of this agreement, Keymark Corporation shall have no liability for any Product failure claims.

11. Keymark Corporation reserves the right to terminate this Agreement at any time upon sixty (60) days' prior notice, except with respect to any Product which already has been shipped to the Customer prior to the giving of such notice, and during the period of effectiveness of this Agreement.

12. All notices and claims given under or pursuant to this Agreement shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested. Unless otherwise instructed by a party by notice hereunder, all such notices to be given to Keymark Corporation, Attn: William L. Keller, III, 1188 Cayadutta Street, Fonda, NY 12068. All such notices when deposited in the U.S. mail, as set forth above shall be considered delivered three (3) days following such deposit.

13. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this Agreement shall be binding upon a party unless made in writing, expressly refers to this Agreement and is signed by that party's authorized representative. This Agreement supersedes and cancels any prior representations, warranties and agreements relating to the subject matters of this Agreement.

14. This Agreement is made under New York law (without giving effect to the conflict of law principles thereof) and the local law of New York shall apply to the construction, enforcement and interpretation of this Agreement.

"C"



ALUMINUM EXTRUSION

P.O. Box 626, 1188 Cayadutta Street, Fonda, New York 12068
Phone: (518) 853-3421 Fax: (518) 853-3130

Keymark Corporation and the Customer have signed this Agreement as of the date(s) set forth below.

Keymark Corporation

By (Signature): _____
Name (Print): William L. Keller, III
Title: President
Date: _____

Customer:

Customer Name: _____

Project Name: _____

Project Location: _____

Paint Code(s): _____

Paint Color(s): _____

Substantial Completion Date : _____

Application or Product: _____

By (Signature): _____
Name (Print): _____
Title: _____
Date: _____

After reviewing & signing, please remit copy of signed signature page (Pg 5) to:

Keymark Corporation
Attn: Kelly Fernet
1188 Cayadutta Street
Fonda, NY 12068



DURACRON[®] SPRAY COATINGS MASTER WARRANTY AGREEMENT

THIS MASTER WARRANTY AGREEMENT is made between PPG Industries, Inc. ("PPG"), a Pennsylvania corporation, and the following building products producer (the "Customer"):

KEYMARK CORPORATION

Cayadutta Street Rte. #334

Fonda, NY 12068

This Agreement applies to any purchase from PPG by the Customer, or for it by a PPG "Warranty Approved" aluminum extrusion spray applicator (the "Applicator"), of a Duracron[®] coating (the "Product") which the Customer applies, or has applied for it by the Applicator, to the exterior of an approved quality aluminum metal substrate. PPG warrants, subject to the conditions of this Agreement, that a Product, when properly factory machine applied to and cured on a properly cleaned and treated approved quality aluminum Metal Substrate, will not:

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, or when cracking or crazing is the result of fabrication when the Metal Substrate and/or the ambient temperature is below 60° Fahrenheit), for a period of five (5) years from the installation of the Metal Substrate coated with the Product or six (6) years from application of the Product to the Metal Substrate, whichever first occurs; or,

B. Chalk in excess of a numerical rating six (6), as measured using the procedures of ASTM D4214-89 (Method D-659) for a period of three (3) years from the installation of the Metal Substrate coated with the Product or four (4) years from application of the Product to the Metal Substrate, whichever first occurs; or,

C. Fade or change color in excess of eight (8) E units (Hunter Color Difference), as measured using the procedure of ASTM D-2244-85, comparing an unexposed retain panel to the exposed panel after removal of dirt and chalk, for a period of three (3) years from the installation of the Metal Substrate coated with the Product or four (4) years from application of the Product to the Metal Substrate, whichever first occurs.

The above warranties (the "Performance Warranties") only apply to Product installed within continental North America; provided, unless specifically agreed to in writing by PPG for a particular project of the Customer, where the Metal Substrate coated with the Product is not installed within continental North America the Performance Warranties shall be one-half (½) of the before stated periods.

THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS

1. The Performance Warranties only apply to those Product colors and Product codes that PPG designates in writing to the Customer are covered by this Warranty Agreement.
2. It is acknowledged that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements. PPG recommends that there be a systematic fresh water rinse maintenance program in effect in areas of high salt concentration (such as adjacent to the seashore and/or in industrial atmospheres) so as to prevent the accumulation of concentrated salt deposits.
3. The Performance Warranties only will apply to Product which is applied to the Metal Substrate within six (6) months from the date PPG ships the Product. Further, the Performance Warranties only will apply to Product which is: properly factory applied to and properly cured on a properly cleaned and treated approved quality Metal Substrate in accordance with PPG's then published Product Data Sheet and procedures and specifications (as such may be revised by PPG from time to time); and, applied in the case of a spray applicator, by an Applicator approved in advance by PPG and who has agreed in writing to comply with and be governed by the terms of this Agreement. Also, all companion products used in conjunction with the Product, such as metal cleaners and pretreatments, primers, etc., must be PPG approved products. Further, the Performance Warranties only will apply to Product applied within continental North America, unless specifically agreed to in writing by PPG for a particular project of the Customer.
4. The Performance Warranties will not apply to damage to and/or failure of the Product caused by: moisture or other contamination detrimental to the Product because of improper packaging, storage or handling of the coated Metal Substrate prior to installation; improper handling, shipping, processing (such as fabrication at temperatures below 60°F), and/or installation of the coated Metal Substrate; scratching or abrading of the Product during or after installation; standing or ponding water; improper cleaning and/or pretreatment of the Metal Substrate or improper application of the Product; corrosion of the Metal Substrate; or, acts of God, falling objects, explosions, fire, or other such similar or dissimilar occurrences beyond PPG's control.
5. The Customer shall maintain, and as applicable, shall cause the Applicator to maintain, for the applicable warranty period, adequate records to establish identification of any Product and/or for any Metal Substrate involved in a warranty claim of: the Product batch number; the dates of application of the Product to the Metal Substrate, the quality control records, and the dates of the installation of the coated Metal Substrate; and, such other information as PPG may reasonably require from time to time. In the event of any Performance Warranties claim, these records shall be made available for inspection by PPG. Further, the Customer shall send, or cause the Applicator to send, quarterly, a minimum of four (4) 12" long (minimum) production pieces of a Product purchased from PPG; each being identified by extrusion production run or lot number, appropriate PPG batch numbers and date of coating, and accompanied by a legible copy of the quality control records covering these production pieces and the project name, number, location and any other information pertinent to the project.

6. PPG shall, at reasonable times and in such manner as will not unreasonably interfere with the Customer's or the Applicator's operations, be permitted to inspect and approve the production line, coating equipment, Metal Substrate, cleaning and treatment, curing conditions, application methods and procedures and quality control of the Customer or of the Applicator.
7. PPG's exclusive liability and the Customer and the Applicator's sole remedy under this Agreement, or otherwise, shall be limited to, at PPG's option, the refinishing, or replacing, or reimbursement of the cost of refinishing or replacing the Metal Substrate exhibiting a defective Product. Such refinishing shall be performed by a PPG approved contractor, using standard finishing practices and materials as selected and/or approved by PPG (not necessarily a Product). PPG reserves the right to approve any contract for such refinishing or replacing; such approval not to be unreasonably delayed or withheld. The Performance Warranties on any refinished or replaced coated Metal Substrate shall be only for the remainder of the warranty period applicable to the Metal Substrate originally coated. Except as expressly provided above in this Section 7., in no event shall PPG 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 a Product or from any possession or use made of a Product.
8. All claims relating to quality, condition or performance of the Product shall be waived unless made by the Customer or the Applicator in writing to PPG within the applicable warranty period, and within thirty (30) days after the Customer or Applicator is informed or becomes aware of a defect in or of the Product; and PPG must be given a reasonable and prompt opportunity to inspect said defect.
9. Except for the Performance Warranties, PPG MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY OF THE PRODUCTS.
10. The Performance Warranties are extended solely to the Customer and the Applicator. They are nontransferable and non-assignable, and neither the Customer nor the Applicator shall permit or authorize their employees, agents, representatives or customers to claim, represent or imply that the Performance Warranties extend to or are available to anyone other than the Customer or the Applicator.
11. In the event of a material breach by the Customer or the Applicator of any of the conditions of this Agreement, PPG shall have no liability for any Product failure claims.
12. PPG reserves the right to terminate this Agreement at any time upon sixty (60) days' prior notice, except with respect to any Product which already has been shipped to the Customer or Applicator prior to the giving of such notice.

13. All notices and claims given under or pursuant to this Agreement shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested. Unless otherwise instructed by a party by notice hereunder, all such notices to be given to: the Customer shall be sent to the address specified at the beginning of this agreement; and PPG shall be sent to the attention of: Manager, Color Services, Industrial Finishes Group, PPG Industries, Inc., 151 Colfax Street, Springdale, PA 15144. All such notices when deposited in the U.S. mail as set forth above shall be considered delivered three (3) days following such deposit.

14. PPG and the Customer agree that this Agreement does not constitute an obligation of any kind whatsoever on the part of the Customer to purchase any of the Product from PPG or an obligation on PPG's part to sell any of the Product to the Customer; but rather, it provides the governing terms and conditions as to the parties' respective liabilities and rights if, and when, any such purchases/sales of any of the Product occur.

15. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this Agreement shall be binding upon a party unless made in writing, expressly refers to this Agreement and is signed by that party's authorized representative. This Agreement supersedes and cancels any prior representations, warranties and agreements relating to the subject matters of this Agreement.

16. This Agreement is made under Pennsylvania law (without giving effect to the conflict of law principles thereof) and the local law of Pennsylvania shall apply to the construction, enforcement and interpretation of this Agreement.

PPG and the Customer have signed this Agreement as of the date(s) set forth below.

PPG Industries, Inc.

Customer

By: Shelley D. Sturdevant
 Name (Print): Shelley D. Sturdevant
 Title: Manager, Color Services
 Date: October 10, 2003

By: [Signature]
 Name (Print): William L. Hedderly
 Title: President
 Date: 10/28/03

