

Home Depot Tradewinds WARRANTY -
(Effective January 1, 2014)

WARRANTED PERFORMANCE

Tradewinds warrants that the **PLASTISOL** coated products detailed will not:

- Peel, chip, crack, rot or warp for a period of five (5) five years from the date of invoice.
- Chalk in excess of numerical rating of eight (8) when measured in accordance with the standard procedures specified in ASTM D 4214-98 for a period of five (5) five years from the date of invoice.
- Fade or change color in excess of seven (7) "E" units (McAdam) calculated in accordance with the standard procedures specified in ASTM D 2244 for a period of five (5) five years from the date of invoice. Color measurements are to be performed on clean surfaces, free of all contaminants such as dirt, chalk, dust, mud or oxidized films

Tradewinds warrants that the **POWDER** coated products will:

- Meet and exceed AAMA 2604-05 (American Architectural Manufacturers Association) test specifications.
 - Be free from defects in material and/or workmanship for a period of (5) five years from date of invoice
-

CLAIMS FOR BREACH OF WARRANTY

- No claim for breach of warranty can be instituted unless Tradewinds has been given written notice within thirty (30) days upon discovery of any alleged defect of the Tradewinds products covered hereunder with a statement describing with specification in which respect the alleged defect constitutes a breach of the warranty provided herein. Tradewinds must be given a reasonable opportunity to inspect the Tradewinds product claimed to be defective.
- For each proven breach of warranty pertaining to the Tradewinds products, Tradewinds liability shall be limited to refinishing or replacing, at Tradewinds discretion, any subject product showing such defect. The cost of the replacement of the subject products shall include only the cost of the necessary replacement material and transportation charges, it shall not cover any labor costs in connection with such replacement. Refinishing of the defective subject product shall be performed by using standard finishing practices and materials as selected by Tradewinds.
- In all cases, Tradewinds reserves the right to approve and/or negotiate with purchaser for such refinishing and/or replacing. All replacement parts shall be guaranteed for the balance of the original warranty period.
- Except as provided herein, Tradewinds shall in no way be liable for, and they are hereby excluded from any general, special, compensatory, incidental or consequential damages resulting from any defect of Tradewinds products.

CONDITIONS

This warranty is subject to the following conditions:

- Tradewinds products must be installed according to the Tradewinds product installation instructions.
- Purchaser agrees to provide normal periodical maintenance in regard to the Tradewinds products.
- This warranty is limited to the aforementioned defects or failures, and does not apply to defects or failures caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion or acts of war, accidents, misuse, abuse, neglect, vandalism or alteration.
- Tradewinds products erected in abnormal exposure areas, either currently existing or later created will be outside the limits of this warranty. An abnormal exposure is defined as:
 - Any area in the vicinity of an industrial installation that may, by its nature of operation, contaminate the atmosphere with severely corrosive chemicals or airborne contaminants such as cop- per smelters, paper mills, fertilizer plants and similar operations.
 - For the purpose of this warranty, air pollution and smog, which are normally encountered in commercial and residential areas, as distinct from industrial areas, are not considered abnormal.
- No warranty is made with regard to gloss retention or uniformity of gloss and color retention.

GENERAL

- Tradewinds makes no warranties whatever with respect to the Tradewinds products which extend beyond those set forth on the face of the warranty, and all other warranties, expressed or implied, including implied warranties of fitness for a particular purpose and implied warranties of merchantability are hereby expressly excluded, as is all liability for consequential damages and all other remedies, other than those specifically set forth herein.
- 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 Tradewinds unless made in writing and signed by its authorized representative.

It is the responsibility of the purchaser to document ALL freight damage and/or freight shortage issues on the bill of lading or delivery ticket
