

ZOWO-PLAST® COATING LIMITED WARRANTY

EXCEPT AS SPECIFICALLY SET FORTH BELOW, THIS LIMITED WARRANTY EXTENDS ONLY TO [Name of Company] ("CUSTOMER") AND CANNOT BE ASSIGNED, TRANSFERRED, OR EXTENDED BY OPERATION OF LAW OR OTHERWISE BEYOND THE CUSTOMER. THIS LIMITED WARRANTY CONTAINS THE ENTIRE AGREEMENT BETWEEN NUCOAT NORTH AMERICA AND THE CUSTOMER.

1. Subject to the terms and conditions set forth herein, NuCoat North America LLC ("NuCoat") warrants with respect to liquid Zowo-plast® coatings (the "Coating") sold by NuCoat to Customer that the Coating, when applied to vinyl profiles in accordance with the current Zowo-plast application manual furnished by NuCoat regarding the Coating (the "Application Manual"), 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 Coating.
2. This limited warranty may be extended to third-party applicators under contract with Customer provided the third-party applicator has been certified in writing by NuCoat. If Customer and NuCoat have developed a separate training program for third-party applicators, written certification from Customer that the third-party applicator has satisfactorily completed this training program may be substituted for the requirement of written certification by NuCoat.
3. If the Coating fails to meet this limited warranty, NuCoat's liability is limited solely and exclusively to provide replacement Coating or refund the original purchase price paid for the Coating including the shipping cost, at the option and sole discretion of NuCoat. Replaced Coating is warranted only on the same terms and for the remainder of the warranty period. NuCoat reserves the right to discontinue or change any Coating. If the Coating is no longer available, NuCoat may substitute a replacement Coating of equal quality and price. Transportation, labor and application charges are the Customer's responsibility and are not included in this limited warranty. Except as set forth in the next section, the foregoing is the sole and exclusive remedy for the Coating under this limited warranty.
4. NuCoat hereby consents to Customer's extending the warranty to end-users under the following additional conditions:
 - i) The end-user purchased the coated product directly from Customer or from a manufacturer or contractor who purchased the coated product directly from Customer.
 - ii) Where a Coating sold to an end-user is determined to be in breach of the warranty, NuCoat will repair the defective Coating in the field, in the manner determined by NuCoat and at NuCoat's expense except as set forth below, for a period of fifteen (15) years from the initial date of the application of the Product.
 - iii) Alternatively, in those instances where the end-user seeks reimbursement from Customer rather than repair, but subject to the other limitations of this Warranty, NuCoat will reimburse Customer for end-user warranty claims up to \$1,000 per claim. Reimbursement for claims in excess of this amount will be made only upon prior notice to NuCoat coupled with

appropriate documentation showing that the prerequisites to warranty coverage have been satisfied.

- iv) The warranty to end users will cover only coating failures, and not failures arising due to poor product preparation or construction of any other product incorporating the coated product. Customer shall have successfully completed NuCoat's certified training program and satisfactorily been audited by NuCoat within the preceding twelve months. Customer shall also have developed and shall apply appropriate quality controls to identify products which may be defective because of poor preparation, construction, or failure to coat in accordance with the Application Manual. Where the cause of the Coating failure is not clear and may consist of both Coating failure and product preparation, NuCoat and Customer shall work in good faith to determine the cause of the Coating failure and shall allocate the expenses of correcting the failure accordingly. All other conditions and restrictions of this limited warranty apply to any warranty extended by Customer to an end-user hereunder.
 - v) Customer claims and end-user claims cannot be based on the same Product. A claim by Customer shall preclude a claim by an end-user based on the Product, and a claim by an end-user shall preclude a claim by Customer based on the same Product.
5. This limited warranty is not applicable and does not extend to the following:
- i) If the Customer has not successfully completed NuCoat's certified training program or been satisfactorily audited, as set forth in section 4(iv), above, or if Coating has not been applied by the certified method and in accordance with the Application Manual;
 - ii) If damage occurred as a result of poor quality of the profiles or substrate coated using the Coating;
 - 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;
 - vii) Spot adhesion failures (less than 10% of the coated surface area).

6. **LIMITATION OF LIABILITY.** THIS LIMITED WARRANTY IS GIVEN BY NUCOAT IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. FURTHERMORE, THE MAXIMUM LIABILITY OF NUCOAT FOR ANY CLAIM OR SERIES OF CLAIMS UNDER THIS WARRANTY FOR WHATEVER REASON SHALL NOT EXCEED ONE MILLION U.S. DOLLARS (\$1,000,000) PER MANUFACTURING BATCH. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE REPAIR, REPLACEMENT, OR REFUND AS DESCRIBED ABOVE IS THE EXCLUSIVE REMEDY. NUCOAT SHALL NOT BE LIABLE TO THE ORIGINAL CUSTOMER OR ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE RESULTING FROM OR RELATED TO PERSONAL INJURY, DEATH, PROPERTY DAMAGE, WHETHER DUE TO ANY DEFECT, DELAY, NONDELIVERY, NONPERFORMANCE, RECALL, BREACH, OR OTHER REASON. ALL CLAIMS IN TORT, STRICT LIABILITY, AND

FAILURE OF ESSENTIAL PURPOSE ARE WAIVED AND EXCLUDED, INCLUDING CLAIMS OF DAMAGE ASSERTEDLY CAUSED BY NUCOAT'S NEGLIGENCE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, NUCOAT SHALL NOT BE LIABLE TO THE CUSTOMER IN TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY ALLEGED DEFECT IN THE DESIGN OR MANUFACTURE OF THE COATING OR FOR THE OMISSION OR ALLEGED INADEQUACY OF ANY WARNING. EXCEPT FOR THE LIMITED WARRANTY HEREIN, THE CUSTOMER ACCEPTS THE GOODS "AS IS" WITH ALL FAULTS AND ASSUMES THE RISK OF LOSS FOR ANY DEFECT OR NONCONFORMITY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND DECLARES THAT THESE LIMITATIONS AND WAIVERS HAVE BEEN BROUGHT TO CUSTOMER'S ATTENTION AND EXPLAINED, THAT CUSTOMER HAS READ AND UNDERSTANDS ALL TERMS AND AGREES TO BE SO BOUND, AND THAT CUSTOMER'S RECEIPT OF THE COATINGS AND THIS LIMITED WARRANTY SIGNIFIES THAT CUSTOMER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS, INCLUDING THE WAIVERS AND LIMITATIONS CONTAINED HEREIN.

7. Customer shall notify NuCoat in writing as soon as reasonably possible after it becomes aware of any claim for coverage under this Limited Warranty and shall include with the notification (1) the customer's (or end user's, if applicable) name, address, and the address and location of the coated product, (2) if applicable, proof that the end-user acquired the coated product from Customer or a manufacturer or contractor who purchased the coated product directly from Customer, and (3) documentation of any claimed damage. Any warranty claim must be made in writing to NuCoat within the applicable warranty period and not later than forty-five (45) days following discovery of the claimed defect. Address for written warranty claims is NuCoat North America, 7775 Walton Parkway, Suite 111, New Albany, Ohio 43054, although NuCoat may change this address by written notice to Customer. Failure to give notice of a claimed defect as required herein shall constitute an absolute waiver and release of all claims the Customer may have, and NuCoat shall have no liability, under this Limited Warranty or otherwise, for that claimed defect. As a condition to the satisfaction of any claim under this Limited Warranty, NuCoat and its agents must be provided access to the unmodified original product for inspection and testing. Customer will be required to provide evidence of the Coating failure and proof that the Coating was applied by the certified method and in accordance with the Application Manual.
8. This Limited Warranty shall be deemed for all purposes to have been made in the State of Ohio and shall be governed by and interpreted according to Ohio law, without giving effect to conflict of law principles. Except as provided below, any action or claim arising out of or relating to this Limited Warranty may be brought, if at all, only in a federal or state court in Columbus, Ohio having jurisdiction over the subject matter, and Customer irrevocably consents to the jurisdiction of that court and waives any objection that the court is an inconvenient forum. At NuCoat's sole election, any dispute arising out of or relating to this Limited Warranty shall be submitted to binding arbitration in Columbus, Ohio in accordance with the rules of the American Arbitration Association. Any award ordered in such arbitration shall be enforceable in any court of competent jurisdiction.