

## LIMITED WARRANTY

TIGER Series 68

Version-Nr. – 1002\_General\_Serie 68\_EN\_06\_17

**This summary is for information purposes only.**

- 1. Substrate:** aluminium only
  - 2. Scope of Warranty:** compliance with product specifications (at the time of delivery), film integrity and decorative properties (within the warranty periods)
  - 3. Warranty Period (Film Integrity):** 15 years
  - 4. Warranty Period (Decorative Properties):** 10 years
  - 5. Liability Cap:** EUR 100,000 minus 3 % per lapsed year
- Only the full terms and provisions of the limited warranty below are applicable.**

TIGER Coatings GmbH & Co. KG commercial register no. FN 25.572g ("TIGER"), hereby warrants for its TIGER Series 68 ("PRODUCT") to a party, which purchases the PRODUCT according to a SALES AGREEMENT and subsequently processes it to a coating on facade components ("PREMISES") ("APPLICATOR"), under the following terms and conditions ("LIMITED WARRANTY").

This PRODUCT is to be used on aluminum alloys approved for the building industry and is suitable for the respective pretreatment and powder coating process, examples for sheet metals include: EN AW 1050, EN AW 5005 (a); and for extrusions: EN AW 6060, EN AW 6063 ("METAL"). If the PRODUCT is used on other surfaces than METAL, the APPLICATOR is solely responsible for verifying the PRODUCT's suitability for the intended purpose. TIGER is not liable for any defects or damages resulting from such use (V.C.2).

### I. GENERAL

#### A. APPLICABILITY

If the general terms of delivery and payment of TIGER or general terms and conditions of the APPLICATOR contain contradictory provisions in respect to this LIMITED WARRANTY, this LIMITED WARRANTY shall prevail. The LIMITED WARRANTY applies in the version which is valid as of the date of the conclusion of the SALES AGREEMENT.

A SALES AGREEMENT is an agreement, according to which the APPLICATOR has acquired the PRODUCT by way of a valid written sales agreement from TIGER or an authorised distributor of TIGER for use on PREMISES ("SALES AGREEMENT"). The LIMITED WARRANTY forms an integral part of the SALES AGREEMENT.

The LIMITED WARRANTY is subject to the limitations and exclusions set out herein.

TIGER reserves its right to revise this LIMITED WARRANTY at any time.

Other amendments to this LIMITED WARRANTY are binding only if such amendments are explicitly agreed upon in writing between TIGER and the APPLICATOR.

#### B. BENEFICIARY

This LIMITED WARRANTY is solely for the benefit of the APPLICATOR.

APPLICATOR must not assign or delegate any of its rights and claims under this LIMITED WARRANTY unless with TIGER's prior written consent.

#### C. REFERENCES

Any reference to other document(s) in this LIMITED WARRANTY shall be understood as references to the respective current version of such document(s).

## II. SCOPE OF LIMITED WARRANTY

#### A. GENERAL

Subject to the terms of this LIMITED WARRANTY, TIGER, in particular but not limited to the APPLICATOR's obligation of professional and proper pre-treatment, exclusively warrants that:

#### PRODUCT

1. The PRODUCT will meet the product specifications, as set out in the respective Product Data Sheet, when it is initially applied to test panels on the date of delivery to the APPLICATOR.
2. The PRODUCT will be compliant with the applicable GSB International or QUALICOAT quality regulations, pursuant to which it is certified, when it is initially applied to test panels on the date of delivery to the APPLICATOR.

#### DECORATIVE PROPERTIES

3. During the warranty period set out in III. first indent, any decrease in gloss, change of colour or effect on the facade surface of the PREMISES coated with the PRODUCT will appear evenly over each individual surface, provided the individual surfaces of the PREMISES have been exposed to equal levels of environmental effects and of sunlight. The evaluation shall be made with the naked eye at a test distance of 3 metres. In those cases where this distance is not appropriate, the test distance is to be established in accordance with applicable and recognised engineering practice.

#### FILM INTEGRITY

4. The adhesion to the pretreated METAL by the PRODUCT supplied to the APPLICATOR and initially applied to test panels on the date of delivery to the APPLICATOR will comply with the applicable GSB International or QUALICOAT quality regulations during the warranty period set out in III. second indent.
5. The facade surface of the PREMISES, which has been coated with the PRODUCT and which has not subsequently deformed, will, during the warranty period set out in III. second indent, exhibit no checking or cracking pursuant to EN ISO 4618 when observed with the naked eye at a test distance of 3 meters.

Subject to the exceptions stated herein, TIGER, to the extent permitted by law, expressly disclaims any other type of warranty, obligation or liability in relation to the PRODUCT. Section 8.1 second paragraph of the general terms of delivery and payment of TIGER applies accordingly.

#### B. EXCLUDED PREMISES

Any claims of the APPLICATOR under the LIMITED WARRANTY for PREMISES **not** situated in the current territories of the European Union, Iceland, Liechtenstein, Norway and Switzerland, are excluded. This applies accordingly for the territories, any overseas territories and overseas departments of the aforementioned regions.

Any claims of the APPLICATOR under the LIMITED WARRANTY for PREMISES are further excluded if PREMISES are exposed to environmental conditions based on a corrosion category of C5 or higher acc. to EN ISO 12944-2, unless the specific obligations under this LIMITED WARRANTY for these environmental conditions are met by the APPLICATOR.

#### C. REMEDIES

1. In the event of a valid claim of the APPLICATOR, TIGER's **sole** obligation will either be:

- (i) to replace a PRODUCT which does not meet the LIMITED WARRANTY by delivering an equivalent PRODUCT, or
- (ii) to correct the defects of a PRODUCT which does not meet the LIMITED WARRANTY to the extent necessary and reasonable, and solely by:

- paying a contribution to the costs for the performance of repair work; or
- reimbursing a contribution to the costs of the respective repair work undertaken by the APPLICATOR; or



- reducing the original purchase price paid to TIGER or an authorised distributor of TIGER for the PRODUCT concerned or causal for the claim.

2. It is TIGER's sole discretion to choose which action will be taken with respect to the remedies listed in section 1. above.

### **III. LIMITED WARRANTY PERIOD**

The APPLICATOR must assert any claims within the following periods in writing or else any right of claim will be forfeited:

- claims resulting from the breach of the warranties as set out in II. A.3., within 10 (ten) years.
- claims resulting from the breach of the warranties as set out in II. A. 4. and 5., within 15 (fifteen) years.

These periods commence on the date of either complete or partial shipment of the PRODUCT by TIGER or an authorised distributor of TIGER to the APPLICATOR.

The APPLICATOR must assert any claims resulting from the breach of the warranties as set out in II. A. 1. and 2 within a period of 6 (six) months after delivery of the PRODUCT to the APPLICATOR in writing or else any right of claim will be forfeited.

The APPLICATOR's duty to report of defects pursuant to V.B remains unaffected thereby.

Any remedial works, including but not limited to measures carried out in accordance with II.C, do not result in an extension of these periods.

### **IV. LIMITATIONS AND EXCLUSIONS**

#### **A. MAXIMUM LIABILITY OF TIGER**

Unless otherwise set out herein, the liability of TIGER for any damage is governed by Section 8.2 a) to c) of the general terms of delivery and payment of TIGER.

The maximum liability of TIGER for any damage or defects is limited to the purchase price of the respective PRODUCT, in any event to EUR 100,000 (one hundred thousand euros). This amount is reduced by 3 % (three percent) of the respective remaining amount for each year which has passed since the date of the purchase of the PRODUCT. Liability for lost profit, for any indirect or consequential damage is excluded to the extent permitted by law.

If TIGER has made payments or rendered other services for any claim of the APPLICATOR, any further claims related to the respective PREMISES and PRODUCT are excluded.

If the APPLICATOR has had to make payments to third parties because of TIGER's breach of the warranties given under this LIMITED WARRANTY, the APPLICATOR may assert claims vis-à-vis TIGER only pursuant to the terms and conditions of this LIMITED WARRANTY.

All claims for damages of the APPLICATOR shall lapse 6 (six) months after knowledge of the damage, in any event within the respective periods as set out in III.

#### **B. LIMITATIONS AND EXCLUSIONS**

Any claims of the APPLICATOR are in particular, but not limited to, excluded if,

1. the APPLICATOR, or any third party acting for the APPLICATOR in fulfilment of its obligations, fails to meet any of its obligations (including notice obligations) under this LIMITED WARRANTY;
2. the APPLICATOR fails to pass on its obligations under this LIMITED WARRANTY in a suitable manner to any of its customers on whose account the PRODUCT is applied;
3. the APPLICATOR fails to comply with the regulation set out under I.B and assigns his rights under this LIMITED WARRANTY;
4. the claim results from damage or a defect not caused by TIGER;
5. the PRODUCT is not used (applied) before the use-before date;
6. the pretreatment is not or incorrectly undertaken, i.e. not pursuant to Point V.C.3 of this LIMITED WARRANTY;
7. repairs are carried out without prior authorisation and/or contrary to the instructions of TIGER;
8. corrosion or filiform corrosion and/or any chemical and/or physical reactions, such as the effects of electrolysis, appear on scratched parts or on bare parts, i.e. parts of the coating which are not coated with the required minimum film thickness, of the PRODUCT coating;
9. less than 100 m<sup>2</sup> or 5 % of the visible surface of the PREMISES coated with the PRODUCT is affected by defects;
10. the overall impression of the visible surface of the PREMISES coated with the PRODUCT is not significantly affected upon visual inspection;
11. if the PRODUCT does not stick to the METAL;
12. the METAL coated with the PRODUCT is exposed to surface temperatures exceeding 70 °C / 158 °F or is exposed to emissions, environmental conditions, other influences or acid or other substances which are damaging to powder coatings or weaken the coating;
13. the components are not suitable for powder coating e.g. rainwater cannot drain;
14. the METAL is coated with any coating material other than the PRODUCT;
15. the METAL has been re-coated, touched up, or more than one layer of coat of the PRODUCT has been applied (except for any products explicitly certified as 2-layer products);
16. the METAL coated with the PRODUCT is unequally exposed to the effects of the environment or the sunlight;
17. if the PRODUCT or the METAL coated with the PRODUCT has been stored or processed inappropriately. This applies in particular to

mechanical damage, fire damage, malicious damage, pollution and abnormal weather conditions, improper transportation, handling, storage or installation, and damage caused by moisture, condensation or other contamination; or

18. if coating-damaging adhesive tapes, packaging, protective foils, sealants or mastics, adhesives, markings for devices or other fastening points or cleaners are used on the PRODUCT or the METAL coated with the PRODUCT.

#### **C. FORCE MAJEURE**

Any claims under this LIMITED WARRANTY are excluded in case of force majeure. These are in particular any circumstances beyond TIGER's control, for example external forces, fire or explosions, radiation, riots, civil unrest, strikes, labour disputes, acts of war, vandalism, accidents, natural disasters, chemical reactions, difficulties in the supply of raw materials or other such occurrences beyond TIGER's control. All obligations assumed by TIGER under this LIMITED WARRANTY shall be suspended for the duration of such events and shall only become valid and enter into force again after the termination of the cause of the non-performance or delay. The expiry of periods under this LIMITED WARRANTY shall remain unaffected thereby.

#### **V. OBLIGATIONS OF THE APPLICATOR**

**As set out in IV.B.1 above, any failure by the APPLICATOR to comply with its obligations under the LIMITED WARRANTY will result in the forfeiture of any claim of the APPLICATOR hereunder.**

##### **A. PROFESSIONAL CARE**

The APPLICATOR must ensure it, and any third party acting for the APPLICATOR in fulfilment of its obligations, have adequate professional knowledge and skills required for the diligent application and use of the PRODUCT.

##### **B. DUTY TO REPORT DEFECTS**

The APPLICATOR must inspect the PRODUCTS at the time of delivery to it in a professional and adequate manner. Any defects found or defects which could have been found must be reported to TIGER without delay, in any event within 7 (seven) business days after the respective delivery, otherwise any claim will be forfeited. If such a defect occurs subsequently, it must be reported without delay, in any event within 7 (seven) business days, otherwise any claim will be forfeited. The report must be received by TIGER within these periods.

In its report, the APPLICATOR shall demonstrate that it has met all of its obligations under this LIMITED WARRANTY. It shall furnish proof of the



date of purchase of the PRODUCT and the date of coating of the METAL with the PRODUCT. Furthermore, this report shall specify the suspected reason, type and extent of the alleged breach of this LIMITED WARRANTY, the type and location of the PREMISES as well as the dates of delivery (product ID number, batch number, invoice number, date), pretreatment log files, curing oven temperature records during curing, application records and adequate factory production control records for each individual production run and the sample sheets. These documents and pieces of evidence must be enclosed with such notification. In its report, the APPLICATOR must also demonstrate that the PRODUCT did not conform with the warranties made under this LIMITED WARRANTY at the time of delivery.

Together with this report, the APPLICATOR shall also forward to TIGER a copy of the PRODUCT's SALES AGREEMENT, the planned remedial measures and, if applicable and to the extent reasonably possible, an estimate of costs of repair as well as photographic documentation of the alleged breach of the LIMITED WARRANTY. TIGER must be given the opportunity to inspect and review the PREMISES and/or the PRODUCT concerned within a reasonable period.

### C. TECHNICAL INSTRUCTIONS

Any claims under this LIMITED WARRANTY may only be asserted if the other terms and conditions of this LIMITED WARRANTY and the following test procedures and requirements are observed by the APPLICATOR:

#### 1. APPLICATION / METALLIC EFFECT POWDER COATING

The entire application of the PRODUCT by the APPLICATOR, including but not limited to in-house control, storage, surface pretreatment, application, curing, testing and quality management of the PRODUCT, must be in accordance with the quality regulations of GSB International, QUALICOAT and the TIGER standards and in line with instructions contained in the respective Product Data Sheet and the instructions hereinafter.

If the PRODUCT is a metallic effect powder-coating, processing must also be in accordance with the application guidelines for metallic effect powder coatings as set out in the respective Technical Information Sheets. The respective Product Data Sheets and Technical Information Sheets are accessible on TIGER's website. Any further documents referenced herein, including but not limited to quality regulations and cleaning guidelines (especially of QUALICOAT, GSB International, Gütegemeinschaft für die Reinigung von Metallfassaden e.V.), are publicly accessible, especially from the download area of the respective websites of these companies (e.g. <http://www.gsb-international.de> or <http://www.qualicoat.net>). Where feasible, TIGER will support the APPLICATOR if needed in obtaining access to any publicly inaccessible documents.

#### 2. SURFACE TO BE COATED

Unless the PRODUCT is used on METAL, any claims of the APPLICATOR are excluded. Prior to coating, the APPLICATOR must demonstrably check the METAL to ensure that it is suitable for application of the PRODUCT.

#### 3. PRE-TREATMENT

The surface preparation and pretreatment and the application of the PRODUCT shall be made in accordance with the quality regulations set out by GSB International, QUALICOAT. Authorised pretreatment methods are listed in the relevant Product Data Sheet. If PREMISES are exposed to environmental conditions with a C5 corrosion category acc. to EN ISO 12944-2, an etch rate of at least 1.5 g/m<sup>2</sup> or preanodization is mandatory.

#### 4. THICKNESS OF APPLICATION

The minimum film thickness as set out in the quality regulations of GSB International, QUALICOAT must be observed. In C5 environments acc. to EN ISO 12944-2, a continuous pore-tight surface and furthermore a minimum film thickness of 70 µm is required in any event.

#### 5. CLEANING AND MAINTENANCE

The coated METAL and the PREMISES shall be properly cleaned and maintained. The coated METAL shall be cleaned in a C1-C4 environment acc. to EN ISO 12944-2 at least every 12 months, and in a C5 environment acc. to EN ISO 12944-2 at least every 3 months. All cleaning must be performed in accordance with the guidelines of Gütegemeinschaft für die Reinigung von Metallfassaden e.V., GRM (Quality Association for the Cleaning of Metal Facades). In doing so, only GRM accepted and approved cleaning agents and cleaning aids suited for powder-coated surfaces acc. to RAL-GZ 632 may be used. In any case, all cleaning work shall be executed at a minimum in accordance with the following guidelines:

- (i) Clean water must be used. Slight amounts of ph-neutral (ph 7) detergents may be added to such water.
- (ii) The cleaning effect can be increased by modest rubbing with soft, non-scratching non-coating-damaging rags or cloths. The temperature of the parts to be cleaned must not exceed 25 °C / 77 °F and must not be performed in sunlight/solar radiation. Abrasive cleaners and polishing agents are damaging to the coating (especially to metallic effect and matte powder coatings) and must not be used.

- (iii) Detergents may only be used up to a temperature of 25 °C / 77 °F. Steam jets must not be used.
- (iv) Strongly acidic or strongly alkaline detergents and surface-active agents which could react with the PRODUCT or the METAL must not be used.
- (v) Organic solvents containing ester, ketones, alcohols, aromatic compounds, glycolic ether or halogenated hydrocarbons etc. must not be used.
- (vi) Exposure to detergents, joint sealants and any other auxiliary PRODUCTS, such as glazing aids, gliding waxes, drilling and cutting lubricants, may cause possible colour and/or effect changes in powder coatings with or without metallic effect and their suitability needs to be verified prior to application.
- (vii) Detergents of unknown compounds must not be used. Greasy, oily or sooty substances can be removed with the help of naphtha hydrocarbons (provided these are free from aromatic compounds) or isopropyl alcohol (IPA). Residues from glue, silicone caoutchouc or adhesive tapes can be removed in the same manner; this should be carried out immediately.
- (viii) The detergents can remain only for a very short period of time on the coated METAL and must not dry up; after a minimum of 24 hours the cleaning may be repeated, if necessary. After every cleaning of the parts of the coated METAL, these must be rinsed with clear cold water immediately and sealed thereafter.

#### 6. AGGRESSIVE CHEMICALS

Pointings, glues, adhesive cements, adhesive tapes, protective and transport foils and cover bands, joint sealants and any other auxiliary PRODUCTS, such as glazing aids, gliding waxes, drilling and cutting lubricants, may contain corrosive chemicals and must be tested for their suitability for the coating material prior to application. They must be ph-neutral and free of substances that may damage the finish.

In case of structural silicone glazing of the PRODUCT, the APPLICATOR, in consultation with the sealant and adhesive producers, is solely responsible for verifying the PRODUCT's suitability for the intended purpose. TIGER is not liable for any damage resulting from the application of such corrosive chemicals or of structural silicone glazing on the coating effected with the PRODUCT.

### VI. PERFORMANCE OF REPAIR WORKS



Within a period of 90 (ninety) days after documented receipt of all information required by TIGER to process the APPLICATOR's report of breach of the LIMITED WARRANTY, TIGER may, at its own discretion, determine the procedure to be followed in the repair or in the performance of the other obligations as stipulated in this LIMITED WARRANTY. Before the expiry of this time limit, the APPLICATOR may not carry out any repair works under this LIMITED WARRANTY unless TIGER gives its explicit prior written consent thereto.

#### **VII. APPLICABLE LAW AND JURISDICTION, MISCELLANEOUS**

This LIMITED WARRANTY, and any non-contractual obligations arising out of or in connection with this LIMITED WARRANTY, shall be governed by Austrian law, excluding the conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

The courts competent for the city of Wels, Upper Austria, shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this LIMITED WARRANTY. Notwithstanding the aforementioned, TIGER shall retain the right to bring proceedings before any other court which has jurisdiction by virtue of applicable laws.

If any provision of this LIMITED WARRANTY should be or become entirely or partially void, ineffective or unenforceable, the validity, effectiveness and enforceability of the other provisions of this LIMITED WARRANTY shall not be affected thereby. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision which comes closest to the economic intent and purpose of the invalid, ineffective or unenforceable provision.

TIGER is bound only by the provisions of the LIMITED WARRANTY and no other conditions or obligations. Agreements or understandings - oral or written - which in any way purport to modify this LIMITED WARRANTY or to amend any rights or obligations which arise therefrom shall only be binding on TIGER as far as these have been made in writing and signed by a sufficiently authorised representative of TIGER.

All notices and reports given to TIGER pursuant to this LIMITED WARRANTY shall be in writing and sent by registered mail, postage paid, return receipt requested, to the following address:

**TIGER Coatings GmbH & Co. KG**  
**Negrellistr. 36**  
**A-4600 Wels**

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