

FIFTEEN YEAR LIMITED WARRANTY

CHAMELEON warrants that for a period of FIFTEEN (15) years from the date of application, the coating applied by CHAMELEON TOPCOATINGS LTD., will not crack, pit, peel, blister or suffer non-uniform fading discolouration (non-uniform fading discolouration resulting from unequal exposure of surfaces to the sun and elements is not covered by this warranty).

This warrant covers only manufacturing defects in material and workmanship of CHAMELEON and does not include defects or damages attributable to, arising or resulting from the handing, transportation or installation of the windows or doors into structures or effects or damages caused by accident, fire, flood, abuse, vandalism, improper maintenance, abrasive cleaning solutions, harmful fumes, chemical solvents, masonry or stucco leach, acid washes, caulks, adhesives, paints, building heat, excessive temperature exposure, color change arising due to normal weathering, oxidation, extremes of weather and atmospheric conditions, and other like circumstances and causes beyond CHAMELEON's control and unrelated to the manufacturing process.

The warranty shall be for the exclusive benefit of the FABRICATOR and is void if:

- 1. FABRICATOR does not warrant the windows or doors to CUSTOMERS for a period of time equal to or exceeding that provided for by this warranty, or
- 2. FABRICATOR's warranty is not in substance equivalent to and consistent with this warranty. The warranty granted by the FABRICATOR to the customer shall be the sole responsibility of FABRICATOR.

Application of the coating to windows or doors may result in a paint voidage in the recesses if the vinyl extrusions. Furthermore, application of the coating may be limited to certain surface locations designed by CHAMELEON in order to prevent excessive wear or damage to the coating. Therefore, the representations by CHAMELEON and its warranty do not include full paint coverage within the extrusion voidage or on surfaces not designated by CHAMELEON for coating applications. In addition, no guarantee is available for metallics or any extraneous material such as gaskets, drain covers, sash keepers, etc. Chameleon Topcoatings does not offer warranty on any wood products. Warranty is not applicable if damages result in poor quality profiles. It is the responsibility of the FABRICATOR to confirm with their extruder, if there profiles can be painted.

This warranty is given in lieu of all other warranties either expressed or implied, including warranties of merchantability and fitness for a particular purpose, and sets forth the only warranty for the coating. Neither CHAMELEON, nor any representative of CHAMELEON, expresses any other warranties with respect to the Windows or Doors. In no event shall CHAMELEON, be liable for incidental, special, or consequential damages with respect to Windows and Doors.

Any claim under this warranty must be submitted in writing by FABRICATOR to CHAMELEON promptly after discovery of the defect claimed, describing with reasonable specificity such defect. CHAMELEON shall be entitled to require delivery of whatever proof it requires to evaluate the validity of the claim. If CHAMELEON determines the claim is valid, CHAMELEON agrees, at its option, to either (i) the application of touch-up paint (ii) if in the reasonable judgement of CHAMELEON the defect is a minor one, CHAMELEON's sole responsibility under this warranty shall be limited to supplying a paint touch-up kit for application by FABRICATOR or fabricator's designee. The original warranty period shall not be extended by any repair, but the remaining warranty time period shall continue in effect and be applicable under the terms and conditions of this warranty.

Chameleon Top Coatings Ltd. shall not be responsible for any costs incurred in removal and/or replacement of windows or doors or parts or components of windows or doors.

There is no warranty on painted wood products. Wood is a natural product and can split causing the paint to crack.

It is not recommended steel doors be painted dark colors when the door is exposed to extreme sun. Also, installation in conjunction with a storm door voids any warranty. COLOR MATCHING – color matching is guaranteed from our colormax deck 100%. All custom color matches are within 90-95% accuracy.