



TRAILERS

3 YEAR WARRANTY

1. SCOPE OF WARRANTY

Vitracoat, Inc. hereby warrants, subject to the conditions, qualifications and limitations set forth herein, that Vitracoat, Inc. products covered by this warranty which have been properly applied to approved substrates will perform during the warranty period within the performance property ranges set forth below for the coating properties of film integrity and the other listed aspects of weathering performance. Such coating properties are the only coating properties covered by this warranty. Properties not covered by this warranty, for example, include adhesion loss due to substrate corrosion.

1.1. Properties covered by UDUMP TRAILERS (3 years)

The coating property performance ranges for this warranty are set forth below.

1.1.2. Color Retention - Color change could be a maximum of 5 DE units (Hunter). Color shall be measured on the exposed painted surface and the corresponding values shall be compared to the unexposed original retained batch panel/part prepared by APPLICATOR. Delta E should be calculated per ASTM D2244-16 Appendix X1.1.

1.1.3. Gloss Retention - Gloss retention shall be a minimum of 30% after exposure. Gloss measurement should be performed as per ASTM D 523. Percent Retention is calculated as

$$\text{(Exposed 60° Gloss / (Unexposed 60° Gloss) * 100\%)}$$

2. WARRANTY TERMS & CONDITIONS

Vitracoat Inc. shall not incur any liability under this Warranty whatsoever in the event that any one or more of the following circumstances does not occur:

- 2.1. Repairs under this warranty may only be carried out by Vitracoat, Inc. or by a contractor approved by Vitracoat, Inc.
- 2.2. Submission of four (4) specimens representing the substrate, pretreatment, cure and coating to be used at the appropriate film thickness has been submitted and tested by Vitracoat Inc.
- 2.3. Specified by Vitracoat, Inc. for the intended application.
- 2.4. Purchased directly from Vitracoat, Inc. or an authorized Vitracoat distributor, and invoice(s) for such Vitracoat, Inc. product have been paid in full.
- 2.5. Stored and handled using storage conditions and good handling practices recommended by Vitracoat, Inc. from the time of receipt to the time of application.
- 2.6. Used by the Applicator within six (6) months of the purchase date.
- 2.7. Applied by UDUMP TRAILERS using application procedures and conditions specified for the VitraSOL products by Vitracoat, Inc.

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2.11. The UDUMP TRAILERS shall permit Vitracoat, should Vitracoat, Inc. so request, to inspect the property to which the VitraSOL Series has been applied.

2.14. Furthermore, this warranty does not apply when unusual or unexpected exposures such as acid, salt water, spillage, pollution or other harmful events that compromise the coating or damage due to impact and other or mechanical structural causes, fire, activity, malicious terrorism or abnormal conditions. weather

2.15. A minimum of 10% of the total coated area to which the approved VitraSOL Series powder coating has been applied, failed to meet the performance criteria.

Provided that the above listed conditions are met, the warranty period is three (3) years from the date the Vitracoat, Inc. product was applied by UDUMP TRAILERS.

These coating performance property ranges have the following additional qualifications and limitations under this warranty. It is noted that coating properties may not be uniform if the surfaces are not equally exposed to the sun and the elements. Such variations in and of themselves do not constitute a warranty failure.

3. CLAIM HANDLING

A claim made under this warranty must be submitted by the claimant no later than 5:00 pm EST on the last day of the warranty period. The claim must be submitted in writing to Vitracoat, Inc. at its corporate headquarters in Houston, Texas.

A claim made under this warranty must include a clear description of the alleged product failure under the terms of the warranty, proof the problem arose during the warranty period, and records demonstrating that the warranty conditions listed herein were fully satisfied for the product application where the problem occurred.

Claimant must permit Vitracoat, Inc. to conduct its own claim inquiry to validate the claim, which may include site observation and sampling of coating and other relevant materials for testing and evaluation.

In the event of a valid claim, Vitracoat, Inc. only obligation shall be to provide replacement coating material or, in its sole discretion, alternative coating material of a suitable kind and quality, and pay the proper costs of labor and associated expenses as Vitracoat, Inc. deems reasonably necessary to repair the failure.

Vitracoat, Inc. financial obligation will be prorated over the life of the warranty based on the date that the warranty is approved.

In no event shall Vitracoat, Inc. be liable under this warranty for any claim, whether arising in contract, tort (including negligence), or other wise for any consequential, economic, or other direct or indirect damage, loss or expense including loss of profits, income, contracts, business, production, or goodwill or for any claims made against the Applicator by any third parties.

This warranty sets out Vitracoat, Inc. entire liability for any fault or claim arising out of or in conjunction with the quality or condition of the Vitracoat, Inc. products supplied to the Applicator.

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ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND TERMS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL AS TO ANY SUCH MATTERS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

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