

COATED ALUMINIUM PU CORE PROFILE LIMITED WARRANTY
PRIMEALUX - 2222 SOUTH SHERIDAN WAY UNIT 116 MISSISSAUGA, ONTARIO, CANADA L5J 2M4

1. PrimeAlux WARRANTY

PrimeAlux, called (“PrimeAlux ”), to ensure the highest quality of its coated aluminum profiles within the framework of activities in its production plant in Aqaba, grants hereby to the buyer this limited warranty (“**Warranty**”) on the coating of aluminum profiles (“**Coated Materials**”) in accordance with the following terms and conditions of the Warranty. This warranty applies if any of the following warranty conditions occurs within **(20) years** from the Effective Date.

2. DURATION, SCOPE, AND BENEFITS OF THE WARRANTY

- This Warranty is valid from the date of receipt of the coated aluminum PU profiles, confirmed by the buyer on the delivery note (“**Effective Date**”).
- This warranty applies only when coated aluminum profiles are properly applied (according to the standard application instructions) into commercial or industrial building parts. Coated aluminum profiles must be cleaned twice per year and recorded by a third party. Any scratches or defects that occur during cleaning thereof will eliminate this warranty. Documentation of biannual inspection and cleaning of the product can be provided upon request.
- QC inspection documents of the end customer before and during the installation PrimeAlux PU core profile, may requested in case of claimed material,
- Documentation of no long-term exposure to temperatures exceeding 80°C.
- The coated aluminum profiles exhibit cracking, flaking, or peeling (loss of adhesion) to the extent that is apparent on ordinary outdoor visual observation of the object from a distance of Three (3) meters / Ten (10) feet @ 45 degrees. The above-mentioned incidents arise during normal use and service, and the detected damage affects more than 50% of the total project area.
- Color change of PrimeAlux profiles more than five (10) Hunter Delta-E units as determined by ASTM method D2244 using BYK Grand instrument (this is for solid not wood colors). Color change shall be measured on an exposed coated surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed Coated surface. Wood colors should be evaluated visually from a distance of Three (3) meters / Ten (10) feet @ 45 degrees from human eye.
- Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements, Orbit Aluminum Industries does not warrant that color changes will be uniform. Paint chalking is according to ASTM D-4214; test method A; rating No.2.
- PrimeAlux may choose between repairing or replacing any faulty product in their sole, absolute and unfettered discretion. If a replacement product is supplied, it will be the Company’s standard type of product current at the time of replacement and this may not be identical to the original unit or product provided or installed. if a warranty condition occurs during the validity term of this WARRANTY, this WARRANTY will supply the Buyer with the following warranty benefits, provided that the other requirements under this WARRANTY are met:
 - i. **PrimeAlux** will pay, within (90) days after all the conditions for submitting the claim are met to the satisfaction of PrimeAlux , for material reasonably necessary to recoat, repair or replace, at PrimeAlux ’s option, the Coated materials showing the warranty conditions. In any way, the warranty benefits shall not exceed the original purchase



price of the affected Coated materials (not including any accessories or attachments) or the remedy provided in any other warranty provided to the building owner, whichever is the lesser.

- ii. The size of the compensation will be based on the number of years the product has been in use, its properties and functionalities, and the remaining warranty period.

Claim year	Compensation
0-3	100%
3-7	50%
7-12	40%
12-16	30%
16-20	20%

- iii. PrimeAlux shall not be liable for any loss of profit, business, revenue, goodwill, or anticipated savings or earnings due to the product not meeting the provided warranty.

This WARRANTY will continue to apply to any coated aluminum profiles that were replaced due to a warranty condition, but only for the unexpired portion of the WARRANTY validity term applicable to the original part.

3.CONDITIONS FOR SUBMITTING THE CLAIM

The Buyer will need to meet the conditions below to receive the Warranty Benefits for a Warranty Condition:

- a. Sending written notice of the Warranty Condition within ten (10) days of its discovery to:
CEO and Sales Department - PrimeAlux Aqaba, Jordan.
- b. Providing PrimeAlux with access to the affected Coated materials and the site thereof.
- c. Assisting PrimeAlux as necessary in determining the exact cause of the Warranty Condition.
- d. Providing such necessary documentation, photos, and videos as PrimeAlux may request to confirm the Warranty condition,

4. EXCLUSIONS FROM THIS WARRANTY

coated aluminum profiles shall not be liable for the occurrence of any Warranty condition resulting from circumstances beyond PrimeAlux’s reasonable control, including any of the following:

- i. Force majeure, including acts of God, falling objects, explosions, fire, external forces, or other such similar or
- ii. dissimilar circumstances. Harmful fumes or foreign substances in the atmosphere or salt spray or alkaline or
- iii. acid environment. coated aluminum profiles damaged due to moisture entrapment during transit or storage or which have been
- iv. stored or installed in such a way that allows standing water on the profile surface.
- v. Failures or damage resulting from corrosion of cut/bare edges or failure of the coated aluminum profiles. The
- vi. coated materials that have been stored/installed in such a way that allows contact with animals or animal waste. Mishandling of the coated aluminum profiles, including abuse, alteration, modification, improper use, or storage where materials/items such as snow guards and solar panels are attached/adhered to the coated aluminum profiles.

5. DISCLAIMER

- Except for this Warranty, PrimeAlux makes no warranties, express or implied, and disclaims all implied warranties, including warranties of merchantability or fitness for a particular use or freedom from patent infringement.
- PrimeAlux shall not be liable for any special, incidental, or consequential damages. PrimeAlux shall not have no other liability with respect to the HDPE coated materials, whether based on warranty, negligence, or any other legal theory. This warranty applies only to building parts installed within the agreed country or continental. This
- Warranty will automatically expire upon any change or transfer of ownership of the property on which the metal coated is originally installed. No Warranty is provided for coated aluminum profiles subjected to sea spray or installed on property located less than 3000 feet / 1000 meters from a salt-water environment, PrimeAlux shall not be liable for any actions and costs resulting therefrom, undertaken by the Buyer without consulting PrimeAlux and before obtaining PrimeAlux 's written approval. Any unauthorized actions may result in the exclusion of the coated materials from this warranty. This warranty is PrimeAlux 's complete and only warranty concerning coated aluminum profiles. It lists all of PrimeAlux 's obligations regarding coated aluminum profiles purchased by the buyer on or after the date shown below. It is only for the buyer's benefit, and the buyer may not assign it to any other person or entity. PrimeAlux makes no warranty to the Buyer's customers and is not responsible for any warranty the buyer chooses to provide to its customers concerning the performance of PE coated materials.
- PrimeAlux may change or discontinue this warranty by providing the Buyer with a 30 day advance written notice. Any changes will apply only to the HDPE coated materials sold to the Buyer after the notice period expires. This warranty shall be governed by the Jordanian laws, but not its conflict of law rules.

28.07.24

For and on behalf of

PrimeAlux.,