

SYNTHA PULVIN APPLICATOR'S GUARANTEE
FOR THE COATING OF ALUMINIUM ALLOYS

We, CMK (Treatments) Ltd, being an Approved Applicator of Syntha Pulvin Plus polyester powder (Syntha Pulvin) for heat treated application to Aluminium Pressings, Sheetings and Extrusions hereby guarantee that, subject to the following terms and conditions all Syntha Pulvin Plus (Matt and Metallics), when applied by us will, at the point of application, meet the performance requirements of BS6496:1984 and will, for a period of 25 years from the date of application adhere to the product coated and have the following properties:

1. DEGREE OF GLOSS :

At the time of application the degree of gloss will be within seven units of the standard for the product. The measurement will be taken using the procedure described in BS3900 Part D5: 1980 using an incidence angle of 60 degrees and will be measured after the film has been cured at the recommended stoving schedule. Any gloss reduction occurs evenly over the surface without adversely affecting the uniform appearance.

2. LIGHT RESISTANCE:

Light resistance measured by reference to BS3900 Part D1: 1978 shall be to wool scale pattern No. 5 or greater complying with BS1006. A change may occur in the shade of the coating on the surface of the product but this will not affect the uniform appearance of the finish.

3. WEATHER RESISTANCE:

Weather resistance is measured by reference to BS 3900 PART F3: 1971, and shall correspond 'Grey Scale' 2 or greater.

The guarantee shall be subject to the following conditions:

(i)That the material coated is one of the following alloys, namely Aluminium alloys to BS1470, 1471, 1474 or other Aluminium alloys as shall be approved in writing by us prior to Application of the coating. (The British Standards for aluminium are currently being changed to European standards. Please contact us for details).

(ii)That the customer shall have requested the work to be carried out by us under the terms of this guarantee.

(iii) That the surface of the material to be coated is clean, not corroded nor previously chemically treated, when received by the Applicator.

(iv) That the material is cleaned at regular intervals of not more than eighteen months commencing with the date of installation. If any undue soiling is present then the coating should be cleaned more frequently. It is a condition of this guarantee that proof of cleaning is retained by the building occupier. For further details please refer to Syntha Pulvin Technical Advisory Sheet No. 11.

(v) That notification of any defect in the Syntha Pulvin coating is given to us in writing within 60 days of the defect becoming apparent.

(vi) That in the event of failure of any of the guaranteed properties our liability is limited to a sum equivalent to the cost of dismantling, remaking and refixing such parts as are necessary to enable us to rectify by reprocessing those parts which are affected, or, if the cost is less, then to carry out the rectification on site by repainting using an appropriate liquid paint system.

(vii) The maximum liability of our company in respect of any one claim or series of claims for any such failure in respect of any one occurrence or series of occurrences upon or attributable to one source or original cause shall not exceed £150,000.

(viii) Save where we are shown to have failed to exercise reasonable care in the application of the Syntha Pulvin powder we shall not be liable in any circumstances in respect of death or injury and under no circumstances whatsoever shall we be liable for consequential and indirect loss.

(ix) This guarantee shall only apply where the product to which the coating is applied is installed on premises within the United Kingdom, Channel Islands, Isle of Man, Eire or any of the following European countries, namely; Austria, Belgium, Denmark, Finland, France, Germany, Greece, Holland, Iceland, Italy, Luxembourg, Norway Portugal, Spain, Sweden. Switzerland, Turkey. For details regarding other countries please contact us.

(x) This guarantee shall be construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the English courts only. Where by virtue of any United Kingdom Act of Parliament, statutory rights are conferred for the benefit of the customer, such rights shall not be affected in any way by this guarantee.

(xi) That in the event of any claim against us under this guarantee, the burden of proof that we carried out the relevant work, and that all other conditions of the guarantee have been complied with rests with the customer.

(xii) That all payments relating to the work have been made under our terms and conditions, as agreed prior to the work commencing.

(xiii) This guarantee cannot be assigned without the written authorisation of CMK (Treatments) Ltd.

CMK (Treatments) Ltd shall incur no liability hereunder whatsoever in the event that any one or more of the following circumstances shall apply.

(i) The products to which our coatings is applied is exposed to continuous heat in excess of 110 degrees Celsius or is in the direct influence zones of the sea, acid or industrial or other aggressive emission sources which are known or believed to be damaging or corrosive to thermosetting powder coatings. Separate guarantees for marine, industrial and swimming pool environments are available subject to the acceptance of the location by Syntha Pulvin (UK). Please contact us for details.

(ii) The Syntha Pulvin coating is subjected to mechanical damage.

(iii) Remedial work of any kind is carried out on the Syntha Pulvin coating by any person other than ourselves, or our agents, at any time after we have applied the Syntha Pulvin coating to the product.

PROJECT DETAILS:

DEVELOPMENT ADDRESS:

ARCHITECT:

FABRICATOR:

SIGNED ON BEHALF OF: CMK (Treatments) Ltd

B R Gardiner
Commercial Director

DATE: