

BARLEY CHALU LIMITED – TERMS OF GUARANTEE (ALUMINIUM PRODUCTS)

The Supplier is an approved applicator of powder coatings to aluminium alloy extrusions, sheet, components and preformed sections under BS EN 12206:1 2004, BS:6496:1984 (1991) and the current Qualicoat edition.

The Supplier hereby guarantees that powder coatings applied by it shall meet the performance requirements for powder organic finishes specified in BS EN 12206:1 2004, BS:6496:1984 (1991) and the current Qualicoat edition for a period of 25 years (or longer or stipulated by the coating supplier) from the date of application.

The terms of this guarantee are as follow:

1. Colour and Gloss

- 1.1 Subject to clause 4 and to clauses 1.2 and 1.3 below, the Supplier guarantees that, at the time of application, the colour and gloss of significant surfaces shall closely match the reference standard previously nominated by the Customer.
- 1.2 Colours shall be chosen from BS:4800 or RAL standard colour ranges unless otherwise agreed in writing between the Supplier and the Customer.
- 1.3 Changes occurring in the shade of the coating in service which do not affect the uniform appearance of the finish shall not give rise to any rights under this guarantee.

2. Film Thickness

- 2.1 Subject to clause 4 and to clauses 2.2. and 2.3 below, the Supplier guarantees that the thickness of the coating on primary visible surfaces shall be between 40 micrometres and 120 micrometres
- 2.2 The Customer shall ensure that where any required thickness is required this is indicated on suitably marked technical drawings.
- 2.3 The Customer acknowledges that on occasion control of the thickness of the finish is not possible due to the geometry of the sections to be coated or for other technical reasons and that it shall have no rights under this guarantee in respect of any failure by the Supplier to achieve a desired thickness in the case of technical difficulty or impossibility.

3. Adhesion

- 3.1 The Supplier guarantees that the adhesion of the paint film to the substrate will conform to the BS EN 12206:1 2004, BS:6496:1984 (1991) and the current Qualicoat edition.

4. General Limitations

- 4.1 The provisions of this guarantee shall only apply where the following conditions are met:
 - (a) materials to be coated are aluminium alloys manufactured to BS EN 485, BS EN 515 and BS EN 573 and offered by the manufacturer as having an alloy composition and surface finish suitable for decorative organic coating and external architectural application.
 - (b) materials to be coated are reasonably free from metal defects likely to affect the quality of the finish. The Customer shall be responsible for ensuring that materials are reasonably free from such defects.
 - (c) the customer has requested in writing that the Services provided by the Supplier are undertaken subject to the terms of this guarantee.
 - (d) the materials to be coated comprise only aluminium whose surface is clean, not corroded or previously chemically treated, nor anodised.
- 4.2 The provisions of this guarantee shall not apply in the following circumstances:
 - (a) where coated aluminium which is exposed to continuous heat of 110 degrees centigrade or above or is sited within the direct influence zones of salt water, industrial chemical plants, blast furnaces or other aggressive emission sources which are known or believed to be damaging or corrosive to heat treated organic coatings.
 - (b) if self-adhesive tapes, film or clear lacquers are applied to, or allowed to come into contact with the coated aluminium, whether for packaging or protective purposes without the written acceptance of a specified tape, film or lacquer by the Supplier.
 - (c) if abrasive, solvent or other chemical cleaners are used on the coated aluminium.
 - (d) if the aluminium is, at the customer's request, coated with polyester powder in metallic colours other than material guaranteed by powder coating supplier.
 - (e) if any remedial work of any kind is carried out on the coating by any person other than the Supplier or its appointed representatives, at any time after the coating has been applied to the product.
 - (f) if the Customer fails to give written notification of any defect arising from the paint coating to the Supplier within 28 days of the defect becoming apparent.
 - (g) where impact, abrasion or mechanical damage is a cause of failure.
- 4.3 The Supplier shall have no liability under this guarantee where:
 - (a) Failure occurs on less than 5% of the total coated surface.
 - (b) Failure is associated with the drilling or punching of holes in the coated surface, which are then not adequately sealed with a suitable sealant, paint or mastic. This also applies to the cut and mitred ends of bars.
 - (c) Failure is associated with fixings to the substrate of either similar or dissimilar metals or other materials capable of setting up electrolytic action.
- 4.4 The Supplier's liability under this guarantee is limited to a sum equivalent to the initial cost of the spraying contract or an agreed figure; alternatively if the cost is lower, by agreement to carry out rectification on site by repainting using an approved liquid paint system.
- 4.5 This guarantee only applies where the product to which the coating is applied is installed in premises within the United Kingdom, the Channel Islands, Isle of Man or Eire unless otherwise agreed with the Supplier in writing.
- 4.6 In the event of any claim under this guarantee, the burden of proof that the Supplier carried out the work in dispute and that all other conditions of this guarantee have been complied with rests with the Customer.
- 4.7 An appropriate allowance shall be made for wear and tear given by a reduction in the amount claimable over the 25 year period (or longer if the coating supplier stipulates), as follows:-

Valid claims made during the first 6 years of the guarantee – 100% and thereafter reducing by 5% per annum.

The applicators liability shall be limited to the initial cost of the painting contract.
- 4.8 The Supplier's Terms and Conditions of Business apply to all work carried out by the Supplier. Unless otherwise stated, all terms used in this guarantee shall have the same meaning as those used in the Supplier's Terms and Conditions of Business. In cases of conflict between the provisions of this guarantee and the Supplier's Terms and Conditions of Business, the provisions of this guarantee shall prevail.
- 4.9 This guarantee shall be constructed and interpreted in accordance with English Law and any dispute arising under it shall be subject to the jurisdiction of the English courts.

barley chalu limited

25 Year Guarantee

**Applicators
Guarantee**

**FOR
Polyester Powder Coatings**

APPLIED TO
Architectural Aluminium
BS EN 485. BS EN 573

Barley Chalu Limited
Ayton Road, Wymondham, Norfolk, NR18 0QH
Tel: (01953) 602771 Fax: (01953) 606631

Guarantee to:

(the Customer)

that any polyester powder coating applied to architectural aluminium on behalf of the customer and supplied to Barley Chalu Limited against a specific order (for the period) _____ WINDORS 260114 O.N. 039936

is guaranteed for 25 years.

_____ (Name)

_____ (Designation)

_____ (Signature)
duly authorised for and on behalf of the BARLEY CHALU LIMITED

_____ (Name)

_____ (Designation)

_____ (Signature)
duly authorised for and on behalf of the CUSTOMER

Guarantee No: _____ Date: _____

This Guarantee is subject to the terms and conditions set out in Clause 1-6 of this Guarantee



SPECIALISTS IN THE PRE-TREATMENT & POWDER COATING OF ALUMINIUM