

Triarch hereby warrants to the building owner that the Duroplex materials will not delaminate, peel, crack, or chalk for a period of ten (10) years from the date of installation provided all of the following conditions have been met:

1. All materials were installed in accordance with Triarch's published specifications and recommendations.
2. The materials were installed on properly prepared substrates of unpainted gypsum board, concrete, masonry, wood, nonferrous metal, or primed/painted surfaces where the existing surface coating is good quality, sound, dry, firmly adhered acrylic, urethane, epoxy or alkyd material. Any materials not manufactured or sold by Triarch, including but not limited to the substrate, shall not be covered under this warranty.
3. The substrate has remained sound, dry, and is without movement.
4. The Duroplex materials were installed by a Triarch factory qualified applicator.
5. Owner provides Triarch with written notice of any defects within thirty days of the discovery of failure at One Energy Way, West Warwick, RI 02893, ATTN: Warranty Services. The owner shall provide Triarch an opportunity to inspect the affected area before repairs are undertaken.
6. All monies owing to Triarch have been paid in full.
7. This warranty does not cover failures or defects resulting from improper installation or workmanship, improper storage, abuse, vandalism, damage from accidental causes or negligence by any person, thermal movement, structural movement, structural failure, acts of God, engineering or design deficiencies, or defective or insufficient caulking.
8. IN NO EVENT SHALL TRIARCH BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY OTHER DAMAGE TO THE BUILDING ITSELF, ITS CONTENTS OR FOR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGE, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE.
9. THIS WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES WRITTEN OR ORAL, EXPRESS OR IMPLIED.
10. THE REMEDY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH OR IN ANY WAY RELATING TO THE TRIARCH MATERIALS SUPPLIED AND INSTALLED ON THE PROJECT.
11. NO REPRESENTATIVE HAS THE AUTHORITY TO VARY OR ALTER THESE TERMS.
12. This warranty is for material only; the contractor warrants his workmanship separately.
13. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
14. IN NO EVENT SHALL TRIARCH BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE, INSTALLATION, PERFORMANCE OR FAILURE OF THE PRODUCT.
15. Should the Duroplex materials delaminate, peel, crack, or chalk under normal use within the warranty period, Triarch's sole responsibility under this warranty shall be to supply, at no charge, sufficient materials for replacement of the failed materials only. Triarch shall have no responsibility for any other charge, including the cost of labor to install the replacement material.

16. Any repainting or recoating of the Duroplex materials shall be executed using products specifically recommended by Triarch, i.e. Fresco® coating. Any repainting or recoating with products not recommended by Triarch voids this warranty.

Triarch
P.O. Box 1014
One Energy Way
West Warwick, RI 02893
800-537-6111
www.triarchinc.com



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Certain finishes and colors may limit Triarch's materials warranty on various products. Please refer to the items listed below to determine if they may affect your selection of various products and color options.

- 1) **Deep Toned Colors:** Tend to show marks and scuffs/abrasions more readily than lighter colors. This is not a material discoloration issue, but rather actual material from the item that impacted with the coating being left on the surface of the coating. This phenomenon is true of all deeply colored materials, including deep toned flat wall paints. When selecting deep toned colors for areas of high traffic or frequent impact, please recognize that Triarch denies responsibility for the marking of deep toned textured coating. To reduce this tendency, but not eliminate it, consider the use of our PolyGlaz® material. The unique characteristics of our Polyglaz material need to be carefully considered since it may detract from the designer's intent. Another option is, if a glossy surface is acceptable, is to apply Triarch's Colorcoat material as a final step on solid colored finishes.
- 2) **Custom Texture Requests:** Triarch goes to great effort to test all its products. Included within these tests are reactions to common cleaning elements as well as certain ASTM tests. When designing a completely custom finish, i.e. those finishes not contained within the Triarch Portfolio Binder, be aware that Triarch is unable to employ the typical battery of tests to determine precise performance characteristics of an unusual combination of materials. Testing can be done if required for a custom design at a minimal cost to the purchaser depending upon normal testing expenses. Therefore, Triarch specifically does not warranty on custom textures. If the warranty is required, please request that a warranty be issued for the specific project and texture to be used. Such requests will be considered on a case-by-case basis.
- 3) **Stained Texture Disclaimer:** The method of creating "stained" finishes compromises, to some minimal degree, the cleanability of the finish. The finish is still scrubbable, but will not hold up to the same level of abrasive cleaning, or to all of the same cleaning compounds as other non-stained finishes.

When in doubt, please request a written decision on the warranty from Triarch on factory letterhead for the project and finish selected.

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