



Aluproteck makes the following Warranty to _____ concerning the use of Class I Black Architectural Anodize finish.

Project: _____

Date: _____

Thank you for purchasing our anodized coatings for aluminum. We are pleased to present you with Aluproteck's five (5) year Limited Warranty.

The Limited Warranty period for each of these limited Warranties starts on the date of substantial completion. Customer is responsible for notifying Aluproteck of the date of substantial completion. Should Customer fail to notify Aluproteck, the Effective Date, for purposes of this Limited Warranty, will be Aluproteck's delivery date.

Aluproteck warrants that for five (5) years after the Effective Date, the anodized finish:

- a) Will resist cracking, crazing, flaking, or blistering, (Any forming or welding must be done prior to finishing. Post forming or welding will void this Warranty);
- b) Will not chalk in excess of ASTM D-4214 number eight (8) rating, determined by the procedure outlined in ASTM D-4214 specification test.
- c) Will not change color more than five (5) Delta-E Hunter units (square root of the sum of square Delta L, Delta a, and Delta b) as determined by ASTM method D-2244. It is acknowledged by Customer that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

If you believe that the anodizing performed by Aluproteck has failed to comply with the terms of this Limited Warranty, you must notify Aluproteck of the alleged failure in writing within thirty (30) days after your discovery of the alleged defect, otherwise this Warranty is void as to that claim. Upon receipt of your written notice of claim, Aluproteck will determine the exact cause of the failure using ASTM, AAMA and NCCA testing procedures as specifically as possible. Your cooperation and assistance will be necessary to make these determinations. Should Aluproteck determine, at its sole discretion, that the anodizing performed by Aluproteck has failed to comply with the terms of this Limited Warranty, Aluproteck will repair, or replace the part, at its sole discretion. If Aluproteck refinishes, it will use anodizing or matching paint. Aluproteck reserves the right to approve any contract between customer and any third party for the purpose of correcting the defective product. This Limited Warranty only applies to the part refinished, repaired, re clad, or replaced for the unexpired portion of the Warranty period.

This Limited Warranty does not apply when the failure is caused by events or circumstance beyond our control. Such intervening events or circumstances include, but are not limited to the following:

- o Acts of nature;
- o Fire, flood, or other casualty or physical damage;
- o Government restrictions;
- o Acts of aggression or terrorism by any person or entity;

- o Harmful fumes or foreign substances in the environment;
- o Improper storage or packaging of the part or product before installation (e.g. water damage due to condensation);
- o Product failure due to improper usage and/or application;
- o Failure to provide reasonable routine and documented maintenance, and/or improper maintenance, including, but not limited to, use of chemical cleaning agents not in accordance with AAMA recommendations or failure to use a systematic maintenance cleaning program in areas of high salt concentration;
- o Corrosive atmosphere found in the interior of buildings, which affect the interior surface of material;
- o Standing or ponding water on the metal;
- o Excessive building movements;
- o Work performed or materials supplied by others;
- o Post forming or welding of parts;
- o Improper treatment of finished material, such as scratching or abrading during fabrication or installation, or fabrication at temperatures below 60° F;
- o Defects in the metal or in the fabrication (e.g. die lines, pitting, travel marks, etc.);
- o Previously anodized material unless it has been stripped to bare aluminum by Aluproteck;
- o Material which is used outside of Canada and the United States if America., unless expressly approved in writing by Aluproteck;
- o Corrosion of the metal substrate for any reason;
- o Any external contaminant or condition which causes coating degradation or delamination;
- o Finish deterioration originating from unpainted or exposed metal, such as unfinished saw cuts, unfinished joinery edges, punches, weep holes, or drill holes; Incompatibility between materials, including, but not limited to, galvanic corrosion due to contact with adjacent dissimilar metals such as stainless steel, etc;
- o Damage to the anodized metal occasioned by moisture or other contamination detrimental to the finish because of improper storage of the finished metal prior to installation as outlined in AAMA Publication 10, "Care and Handling of Architectural Aluminum From Shop to Site."

The legal remedies described in this Limited Warranty are the sole exclusive remedy of Customer. This Limited Warranty will be void if payment from Customer is not received within the period listed in customers' contract or PO or in absence of a specific time period within a commercially reasonable time frame.

ALUPROTECK MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING ITS PRODUCTS, OR ITS SELECTION AND APPLICATION, INCLUDING, BUT NOT LIMITED TO, COMPLIANCE WITH BUILDING CODES, SAFETY CODES, LAWS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Total liability for Aluproteck under this Limited Warranty for any reason or origin is limited in total to the original purchase price for finishing the part(s). This Limited Warranty is extended solely to the Customer. It is nontransferable and non-assignable, and the Customer shall not permit or authorize its employees, agents, representatives or customers to claim, represent or imply that this Limited Warranty extends or is available to anyone other than the Customer. In the event of a material breach by the Customer of any of the conditions of this Limited Warranty, Aluproteck shall have no liability for any Product failure claims. Failure to pay Aluproteck in full for original finishing services will automatically make this Limited Warranty null and void.

Aluproteck will not be liable for indirect, incidental or consequential damages of any kind. The Limited Warranty of any products replaced or repaired under this Limited Warranty shall be limited to the remainder of the original Warranty period. Aluproteck reserves the right to reasonable field access to diagnose and repair any product alleged to be defective. This Limited

Warranty may not be modified by anyone and it may not be changed by provisions or statements in any documents, included but not limited to your purchase order forms or our acceptance forms, unless such changes are made in writing and signed by the president or a vice president of Aluproteck.

This Limited Warranty is provided in lieu of any other warranty requirements or obligations, including those of Project Specifications or Non-Aluproteck General Conditions or documents. All notices given and claims made under or pursuant to this Limited Warranty shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested to: Aluproteck, Attn: Vice-President, 1385 Rue de Coulomb, Boucherville, Quebec, H3Z1E1. By proceeding to use our products and services on your Project, you accept the terms of these Limited Warranties

David Minicucci, Vice President

Date: _____