



## LIMITED WARRANTY AND REMEDY ANODIZED FINISHES

### ARCONIC ARCHITECTURAL PRODUCTS LLC

This limited warranty ("warranty") is issued by Arconic Architectural Products LLC ("AAP LLC") to the property owner (the "owner") identified below and applies to the anodized finish on Arconic product(s) identified (the "products") and installed at the property (the "property") identified below.

PROPERTY OWNER \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE (OR COUNTY) \_\_\_\_\_ ZIP \_\_\_\_\_

DATE INSTALLED \_\_\_\_\_

CUSTOMER'S NAME \_\_\_\_\_

CUSTOMER'S ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE (OR COUNTY) \_\_\_\_\_ ZIP \_\_\_\_\_

CUSTOMER'S SIGNATURE \_\_\_\_\_

PRODUCTS:  Reynobond ACM

SUBSTRATE: Aluminum

FINISH: Anodized

Customer Purchase Order Number(s): \_\_\_\_\_

AAP LLC Sales Order Number(s): \_\_\_\_\_

Warranty coverage is subject to the terms, conditions, limitations, remedies and legal rights set forth below:

1. The warranty period shall commence from AAP LLC's initial shipment of the product. The duration of this warranty (the "warranty period") shall be year(s).
2. The warranty period applicable to any refinished, repaired or replaced products shall be for the remaining un-expired portion of the warranty period applicable to the original finish purchased.
3. Subject to the terms and conditions set forth in this warranty, AAP LLC warrants that during the warranty period the finish on products will exhibit no visible peeling or cracking for a period of one year. This excludes cracking due to brake bends or other forming operations performed on components after the anodized finish has been applied.
4. AAP LLC warrants that, in the absence of ponding or standing water, the finish on products will exhibit no chalking for a period of one year. This only applies to any powdery residue formed by the breakdown of the anodized finish. It does not apply to any foreign residue deposited on the surface of the anodized finish by the surrounding atmosphere (soot, dust, etc.). Notwithstanding the foregoing, AAP LLC makes no warranty against chalking for any embossed products that are installed 46° or more from the vertical.
5. AAP LLC warrants that, in the absence of ponding or standing water, the finish on products will exhibit no significant visible fading for a period of one year. Notwithstanding the foregoing, AAP LLC makes no warranty against fading or color change for any embossed products that are installed 46° or more from the vertical.
6. This warranty covers only the particular finish defects described in this certificate and only if they arise during normal use and service. It does not cover finish defects attributable to causes or occurrences beyond AAP LLC's control and unrelated to the manufacturing process, including but not limited to, mechanical abrasion or mechanical damage, faulty or improper fabrication or installation, normal weathering and aging, exposure to corrosive atmosphere (such as those contaminated with salt spray, acid rain, harmful chemicals or vapors), mildew, unreasonable use, misuse, physical abuse, accidental damage, vandalism, use of incompatible accessories, fire, flood, earthquake, lighting, ice, windstorms, or other acts of God, windborne objects, building settlement or structural failures (including walls and foundations) or the use of harmful cleaning compounds, intermittent or continual submersion in water or any other liquid or solid material, deliberate damage, improper handling by erectors, or any other physical damage. AAP LLC recommends that there be a systematic fresh water rinse maintenance program in effect in areas of high salt concentration (such as adjacent to the seashore and/or industrial atmospheres) so as to prevent the accumulation of concentrated salt deposits. Applications exposed to salt spray or within 2500 feet of the seacoast, must be maintained by washing with fresh tap water (in accordance with AAMA 610.1-1979) at least annually and documentation of this maintenance provided upon request (copy of 610.1 provided on request). It does not cover the normal weathering or aging of any exposed core material.
7. This warranty does not cover damage to the finish that occurs prior to installation of the product, including, without limitation, contamination occurring during shipment of the product to the jobsite or during storage at the jobsite. Since certain chemicals such as acids and alkalis will stain an anodized finish, AAP LLC is in no way liable for any type of finish degradation caused by those chemicals. Forming panels at temperatures below an ambient temperature of 60°F (16°C) may adversely affect the appearance and performance of the Colorweld finish.

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8. This warranty applies only to finish on products with AAP LLC's standard substrate metals (i.e., galvanized steel conforming to the latest issue of ASTM A924 and ASTM A653, G90 Class, or aluminum of either 3105, 3003, 3004, 5005, Alclad 3003 or Alclad 3004 alloy). Unless this warranty is extended to the owner through a separate document signed by an officer of AAP LLC, it shall not apply if the owner or AAP LLC's customer requested the use of a substrate metal that is non-standard.
  9. Non-uniform color changes that result from unequal exposure to sunlight and/or the elements are not covered by this warranty unless such color change meets the definition of color change as referenced in section 5 above.
  10. All claims hereunder must be submitted in writing to: Arconic Architectural Products LLC, P.O. Box 4129 Eastman, GA 31023-4129. This claim must be accompanied by this certificate, fully completed and signed by the customer that furnished the product to the owner or a copy thereof. **IN ORDER TO QUALIFY FOR WARRANTY COVERAGE, ALL CLAIMS MUST BE SUBMITTED WITHIN THIRTY (30) DAYS FROM THE DATE THE DAMAGE OR DEFECT IS FIRST DISCOVERED OR COULD HAVE BEEN DISCOVERED, BUT IN NO EVENT MAY CLAIMS BE SUBMITTED MORE THAN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OF THE WARRANTY PERIOD.**
  11. AAP LLC shall be given a reasonable opportunity to inspect the product claimed to be defective. If after inspection of the product, AAP LLC determines that the claimed defect is covered by this warranty, AAP LLC, as its sole option, shall refinish, repair, or replace, the product in question without charge to the owner. In the event of a claim under this warranty, the owner must demonstrate that the alleged defect or condition covered by this warranty was due to a breach of warranty stated herein.
  12. In no event does AAP LLC's warranty cover the cost of labor or sundry materials required to remove and/ or replace any defective product.
  13. All warranty work will be performed by AAP LLC or by a company, customer, contractor, applicator, or distributor selected by AAP LLC. At no time does this warranty confer upon the claiming party or any other party the right to proceed with refinishing, repair, replacement or restoration without written notice and agreement by a duly authorized officer of AAP LLC. Any such work undertaken by the claiming party or any other party shall be for the claiming party's own account and shall result in this warranty becoming null and void. As color variances may occur between replacement or refinished product in comparison with the originally installed product due to normal weathering and aging of the originally installed product, this condition will not be indicative of a defect in either the refinished or replacement product or the originally installed product.
  14. AAP LLC reserves the right to discontinue or modify its product lines and anodized finishes. If the original product or anodized finish is no longer available, AAP LLC agrees to use commercially reasonable efforts to substitute a comparable product.
  15. **IT IS UNDERSTOOD AND AGREED THAT THE REMEDIES PROVIDED FOR HEREIN FOR THE FINISH OF THE PRODUCT DESCRIBED ABOVE ARE EXCLUSIVE WHETHER FOR BREACH OF EXPRESS WARRANTIES OR OTHERWISE AND SHALL CONSTITUTE THE OWNER'S EXCLUSIVE REMEDY AND AAP LLC'S EXCLUSIVE LIABILITY. IN NO EVENT SHALL AAP LLC BE LIABLE FOR LABOR COSTS, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THE PRODUCT.**
  16. **THIS WARRANTY IS THE ONLY EXPRESS WARRANTY EXTENDED BY AAP LLC IN CONNECTION WITH THE PRODUCT, OTHER THAN AAP LLC'S STANDARD COATING WARRANTY, IF ANY, AND THE LIMITED WARRANTY SET OUT IN AAP LLC'S SALES TERMS AND CONDITIONS, FOR THE PRODUCT, AND IT EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AAP LLC'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE DOLLAR AMOUNT OF THE PURCHASE PRICE.**
  17. Owner is solely responsible for proper selection and installation of AAP LLC's products. Owner agrees that it will use AAP LLC products only for their intended uses and according to the specifications and limitations established by AAP LLC from time to time. Owner shall indemnify, defend and hold AAP LLC harmless from and against any and all damages arising out of or relating to improper product selection, application, use, misuse, neglect, abuse of products or improper installation or incorporation of products.
  18. This warranty is extended only to the owner and is not assignable or transferable. Any such assignment or transfer shall render the warranty null and void. AAP LLC reserves the right to terminate this warranty program, except with respect to any material which has already been shipped to the owner.
  19. Laws and building and safety codes governing the design and use of AAP LLC's products, and specifically aluminum composite materials, vary widely. AAP LLC does not control the selection of product configurations, nor how AAP LLC's products are fabricated, transformed or otherwise configured or used or how AAP LLC's products are combined with other materials. AAP LLC disclaims any responsibility for any of the foregoing and assumes no responsibility therefor. Customer and Owner acknowledge that it is the responsibility of Customer, Owner, the architect, the general contractor, the installer and the fabricator/transformer, consistent with their roles, to make these determinations in strict conformity to all applicable national, regional, state, provincial and local building codes and regulations and interpretation, including without limitation those relating to building construction, safety and any other applicable regulations. **CUSTOMER AND OWNER FURTHER ACKNOWLEDGE RECEIPT OF INFORMATION CONCERNING PRODUCT HAZARDS AS CONTAINED ON AAP LLC'S WEBSITE AND PRODUCTS, AND ACKNOWLEDGE THAT ANY LABORATORY TESTING INFORMATION PROVIDED BY AAP LLC APPLIES ONLY TO THE PARTICULAR PRODUCT OR ASSEMBLY TESTED AND DOES NOT NECESSARILY REPRESENT HOW PRODUCTS WILL ACTUALLY PERFORM IN USE, AND THAT REPORTS AND TEST DATA CORRESPONDING TO A PARTICULAR TESTED PRODUCT SAMPLE OR ASSEMBLY ARE NOT A GUARANTEE THAT THE SAME PRODUCT OR ASSEMBLY WOULD ALWAYS ACHIEVE THE SAME TEST RESULT.** AAP LLC is dependent upon Customer and Owner to provide true, accurate and complete information relating to product purchases.
  20. This warranty sets forth the entire agreement between the owner and AAP LLC relating to the characteristics set forth herein of products. This warranty may not be modified or changed except by a written document signed by an officer of Arconic Architectural Products LLC.
  21. The sale of AAP LLC's products hereunder with shipping addresses located in the United States shall be governed by the laws of the State of Delaware, excluding its laws related to choice or conflicts of law. The sale of AAP LLC products hereunder with shipping addresses located in Canada shall be governed by the laws of Ontario and the federal laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and does not apply to the sale of Seller products. Any and all disputes between the parties that may arise pursuant to this order will be heard and determined before an appropriate arbitrator, federal or state court located in Wilmington, Delaware. The owner hereto acknowledges such court has the jurisdiction to interpret and enforce the provisions herein and/ or an arbitrator's judgment, and the owner and the Customer waives any and all objections that they may have as to personal jurisdiction or venue in any of the above courts.
- **Vertical installations are those measured at least 46° from horizontal.**



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This section to be completed only by Arconic Architectural Products LLC

Date(s) of AAP LLC shipments: \_\_\_\_\_

Warranty Certificate Number: \_\_\_\_\_

Warranty Issuance Date: \_\_\_\_\_

Arconic Architectural Products LLC

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General Manager, Arconic Architectural Products LLC