

## LIMITED WARRANTY AND REMEDY BOND INTEGRITY

## ARCONIC ARCHITECTURAL PRODUCTS LLC

This warranty is issued by Arconic Architectural Products LLC ("Arconic") to the property owner ("Owner") identified below. Subject to the terms and conditions set forth in this warranty, Arconic warrants that the product(s) identified below, furnished by Arconic for installation on the property will not exhibit any visually observable deformation as a result of delamination of the aluminum skin from the core material due to manufacturing defects.

PROPERTY OWNER			
PROPERTY ADDRESS			
CITY	STATE (OR COUNTY)	ZIP	
DATE INSTALLED			
CUSTOMER'S NAME			
	STATE (OR COUNTY)		
CUSTOMER'S SIGNATURE			
	mber(s): r(s):		

Please send a completed copy of this warranty form to your Customer Service Representative within 10 business days of the Date Installed.

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

- 1. This warranty period shall commence six (6) months from Arconic's initial shipment of the product, or upon substantial completion of the job, whichever occurs first. This warranty will remain in effect for a period of ten (10) years. In the event any part or portion of product fails to conform to this warranty, Arconic, at its sole option, shall refund the purchase price of the defective product or refurnish, repair or replace the defective product in situ to the satisfaction of Arconic.
- 2. The remedies set forth in this warranty shall constitute Owner's exclusive remedies and Arconic's sole liabilities for breach of the warranty set forth above.
- 3. 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 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.
- 4. The warranty period for any repaired or replaced Product shall be for the remaining unexpired portion of the original warranty period for the product.
- As color variances may occur between replacement 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 replacement product or the originally installed product.
- 6. Arconic reserves the right to discontinue or modify its products at any time. In the event the original product ordered is no longer available, Arconic agrees to use commercially reasonable efforts to substitute a comparable product.



- 7. This warranty covers only the bond integrity during normal use and service. It does not cover any delamination attributable to causes or occurrences beyond Arconic's control, including, but not limited to, mechanical abrasion or mechanical damages, faulty or improper fabrication or installation of the product, exposure to corrosive atmospheres such as those contaminated with salt spray, acid rain, harmful chemicals or vapors, unreasonable use, improper storage, unreasonable use, misuse, physical abuse, accidental damage, vandalism, use of incompatible accessories, fire, flood, earthquake, lightning, ice, windstorms, other acts of God, wind borne 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. It does not cover the normal weathering of any exposed core material due to UV exposure.
- 8. Unless otherwise agreed, Arconic's warranty does not cover the cost of labor or sundry materials required to remove and/ or replace any defective product.
- 9. Unless otherwise agreed, this warranty does not cover products which have been perforated in any manner.
- 10. IT IS UNDERSTOOD AND AGREED THAT THE REMEDIES PROVIDED FOR HEREIN ARE EXCLUSIVE FOR DELAMINATION OF PRODUCT PROVIDED BY ARCONIC, WHETHER FOR BREACH OF EXPRESS WARRANTIES OR OTHERWISE AND SHALL CONSTITUTE THE OWNER'S EXCLUSIVE REMEDY AND ARCONIC'S EXCLUSIVE LIABILITY. IN NO EVENT SHALL ARCONIC 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.
- 11. THIS WARRANTY IS THE ONLY EXPRESS WARRANTY EXTENDED BY ARCONIC IN CONNECTION WITH THE PRODUCT, OTHER THAN ARCONIC'S STANDARD COATING WARRANTY, IF ANY, AND THE LIMITED WARRANTY SET OUT IN ARCONIC'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. ARCONIC'S AGGREGATE TOTAL CUMULATIVE LIABLITY UNDER THIS WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED.
- 12. Owner is solely responsible for proper selection and installation of Arconic's products. Owner agrees that it will use Arconic products only for their intended uses and according to the specifications and limitations established by Arconic from time to time. Owner shall indemnify, defend and hold Arconic 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.
- 13. Laws and building and safety codes governing the design and use of Arconic's products, and specifically aluminum composite materials, vary widely. Arconic does not control the selection of product configurations, nor how Arconic's products are fabricated, transformed or otherwise configured or used or how Arconic's products are combined with other materials. Arconic 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 ARCONIC'S WEBSITE AND PRODUCTS, AND ACKNOWLEDGE THAT ANY LABORATORY TESTING INFORMATION PROVIDED BY ARCONIC 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. Arconic is dependent upon Customer and Owner to provide true, accurate and complete information relating to product purchases.
- 14. This warranty is extended only to Owner and is not assignable or transferable. Any such assignment or transfer shall render the warranty null and void.
- 15. This warranty sets forth the entire agreement between the Owner and Arconic relating to the BOND INTEGRITY of the products. This warranty may not be modified or changed except by a written document signed by an officer of Arconic Architectural Products LLC.
- 16. The sale of Arconic'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 choose or conflicts of law. The sale of Arconic 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 and the Uniform Commercial Code are expressly disclaimed and do 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 Customer waives any and all objections that they may have as to personal jurisdiction or venue in any of the above courts.