

## LIMITED WARRANTY AND REMEDY BRUSHED ALUMINUM COIL COATED FINISHES

## ARCONIC ARCHITECTURAL PRODUCTS LLC

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

PROPERTY OV	VNER		
			ZIP
	ED		
CUSTOMER'S I	NAME		
			ZIP
CUSTOMER'S	SIGNATURE		
PRODUCTS: SUBSTRATE:	•	☐ Reynoclad® 1mm Sheet	
COATINGS:	Brushed Aluminum (Natural Long Brushed Aluminum, Natural Brushed Aluminum, or Natural Brushed Aluminum Gray)		
Customer Purch	nase Order Number(s):		
AAP LLC Sales	Order Number(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. The 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, and the duration of this warranty (the "warranty period") shall be for twenty years (20) years. This warranty shall apply worldwide, except where the product is installed in severe marine (≤1,500 feet from the coastline) or industrial (≤1 mile of industrial facilities where adverse environmental fallout or exposure is anticipated) environments.
- 2. The warranty period applicable to any refinished, repaired or replaced products shall be for the remaining un-expired portion of the original warranty period.
- 3. Arconic warrants that during the warranty period the products will not peel, check, or crack (except for such slight crazing or cracking as may occur on normal roll-formed edges or break bends at the time of roll forming or other fabrication of pre-painted panels, sheet or coil and which is accepted in the industry as standard) as a direct result of manufacturing defects.
- 4. Arconic warrants that, in the absence of ponding or standing water, the products will not experience change of gloss greater than 50% when measured on a 60-degree gloss meter using the procedure ASTM D523, comparing an unexposed retain panel to the exposed panel after dirt removal.
- This warranty covers only the particular defects described in this certificate and only if they arise during normal use and service. It does not cover defects attributable to causes or occurrences beyond Arconic's control and unrelated to the manufacturing process, including but not limited to, faulty or improper installation, normal weathering, 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 or 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, improper fabrication of flat sheet or coil, mechanical damage or any other physical damage. Arconic recommends that there be a systematic fresh water rinse maintenance program in effect in areas of high salt

Page 1 WTY1002 EC 99601-015

## **SENSITIVE**



concentration (such as adjacent to the seashore and/or an industrial atmospheres) so as to prevent the accumulation of concentrated salt deposits.

- 6. This warranty does not cover damage to the coating 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. Forming panels at temperatures below an ambient temperature of 60°F (16°C) may adversely affect the appearance and performance of the finish.
- 7. This warranty does not cover products which have been perforated in any manner.
- 8. This warranty applies only to products with Arconic'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 Arconic, it shall not apply if the owner or Arconic's customer requested the use of a substrate metal that is non-standard.
- 9. 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 therefore. 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.
- 10. Arconic shall be given a reasonable opportunity to inspect the product claimed to be defective. If after inspection of the product, Arconic determines that the claimed defect is covered by this warranty, Arconic, as its sole option, shall refinish, repair, or replace, the defective product without charge to the owner.
- 11. In no event does Arconic's warranty cover the cost of labor or sundry materials required to remove and/ or replace any defective product.
- 12. All warranty work will be performed by Arconic or by a company, customer, contractor, applicator, or distributor selected by Arconic. At no time does this warranty confer upon the claiming party or any other party the right to proceed with repair, replacement or restoration without written notice and agreement by a duly authorized officer of Arconic. 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. Since there may be a color variance between the replacement or refinished product and the originally installed product due to the normal weathering (i.e. exposure to sunlight and extremes of temperature and weather and aging) of the originally installed product, this condition shall not be indicative of a defect in either the replacement or refinished product of the originally installed product.
- 13. Arconic reserves the right to discontinue or modify its product lines and coating colors. If the original product or coating color is no longer available, Arconic agrees to use commercially reasonable efforts to substitute a comparable product.
- 14. Building owner is required to perform annual maintenance of the building in the form of a tap water rinse. This warranty is null and void unless the building owner has maintained and presents to Arconic sufficient written records of completion of all such maintenance.
- 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 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.
- 16. THIS WARRANTY IS THE ONLY EXPRESS WARRANTY EXTENDED BY ARCONIC IN CONNECTION WITH THE PRODUCT, OTHER THAN ARCONIC'S STANDARD BOND INTEGRITY 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 PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED.
- 17. Owner is solely responsible for proper selection 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 improper product selection, application, use, misuse, and 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.
- 19. 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. It is the responsibility of its 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 statutes. 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

Page 2 WTY1002 EC 99601-015

## **SENSITIVE**



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 owner to provide true, accurate and complete information relating to product purchases.

- 20. This warranty sets forth the entire agreement between the owner and Arconic 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 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.

Page 3 WTY1002 EC 99601-015