

LIMITED WARRANTY AND REMEDY ANODIZED FINISHES

This is to certify that Kawneer Company, Inc. (hereinafter “Kawneer”) hereby warrants to its customers and all subsequent purchasers and owners of the project incorporating Kawneer products (hereinafter “Customer(s)”), subject to every term, condition and limitation stated herein, that the anodized finishes applied to the aluminum material (hereinafter “Metal”) on the project as identified in the Project Warranty Cover Sheet for a period of two (2) years for Class II finishes and five (5) years for Class I finishes (the “finished Metal”) (unless otherwise stated in the Project Warranty Cover Sheet) from the date of substantial completion of the project, provided however, that the Limited Warranty shall begin in no event later than six (6) months from the date of shipment by Kawneer for the start of the warranty period hereunder.

THIS LIMITED WARRANTY SHALL APPLY TO THE FOLLOWING CONDITIONS ONLY:

- The finished Metal will not change color more than five (5) DEcmc as determined per AAMA 611.
- The finished Metal will not crack, blister, check or peel.

THIS LIMITED WARRANTY WILL NOT APPLY TO OR COVER, AND KAWNEER HEREBY DISCLAIMS ALL LIABILITY FOR ANY OF THE FOLLOWING:

- defects caused by depreciation or normal wear or other occurrences beyond Kawneer’s control;
- damage due to failure to properly protect the installed finished Metal during the construction process;
- damage to the finish occasioned by moisture or other contamination detrimental to the finish because of improper storage of the finished Metal prior to installation;
- water damage due to condensation caused by improper repackaging of the finished Metal prior to installation;
- damage due to finished Metal caused by exposure to caustic or acidic materials, or harmful fumes or other destructive and/or foreign materials;
- any particular application or selection of the Metal for any particular project or design;
- damage due to improper maintenance e.g. the use of improper chemical cleaning agents, or applications;
- corrosion of the Metal due to aggressive atmospheres including exposure to salt spray and/or salt mist;
- any application of the anodized finish on any Metal that is also hardware; and
- any product which has been subject to abuse, alterations, modification, neglect, misuse, abnormal use, accident, fire, war, flood, falling objects, external forces, earthquakes, acts of God, or to which parts not supplied by Kawneer have been added.

A systematic maintenance program must be instituted by the purchaser or user to prevent the build-up of deposits on the anodized surface such as dirt and salt. The surface must be cleaned at least annually in accordance with AAMA 609 & 610 so as to prevent the accumulation of these harmful deposits. More frequent cleaning may be reasonably required in some geographical environments such as heavy industrialized or coastal areas. In coastal environments where metal is exposed to salt spray or salt fog or in heavy industrial environments, the metal surface must be cleaned at least once quarterly in accordance with AAMA 609 & 610 to prevent the accumulation of harmful deposits.

A FAILURE TO INSTITUTE AND REASONABLY EVIDENCE A SYSTEMATIC MAINTENANCE PROGRAM AS DESCRIBED ABOVE WILL VOID THIS WARRANTY.

All decisions regarding the existence of defects in material and workmanship and the occurrence of any of the matters described in the preceding paragraphs or affecting this Limited Warranty shall be made by Kawneer and shall be final and binding upon the parties.

The sole and exclusive remedy with respect to this Limited Warranty or with respect to any other claim relating to defects or any other condition or use of the products supplied by Kawneer, however caused, and whether such claim is based upon warranty, contract, negligence, strict liability or any other theory, is limited to, at Kawneer's sole discretion, replacement or refinishing of the defective Metal or repayment by Kawneer of the purchase price paid to it. Refinishing of the defective Metal shall be performed by using standard finishing practices and materials as selected by Kawneer. Kawneer reserves the right to approve any contract for refinishing of defective Metal. The warranty on any refinished and/or replacement coated Metal shall continue for the remainder of the original warranty period. 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 Kawneer. 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.

IN NO EVENT SHALL KAWNEER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR GOOD WILL, OR OTHER COMMERCIAL LOSS OR INJURY.

Claims under this Limited Warranty must be made to Kawneer in writing within sixty (60) days after discovery of the defective finished Metal. Failure of the claiming party to notify Kawneer within such period shall automatically relieve Kawneer of any and all responsibility and/or liability. Kawneer must be given a reasonable opportunity to inspect the finished Metal claimed to be defective. In the event of a claim under the warranty, Customer shall furnish proof of the date of substantial completion and shall demonstrate that the failure of the product was due to a breach of the warranty stated herein.

This Limited Warranty will apply only to Metal which is supplied by Kawneer and used within North America (United States, including Hawaii, and Canada) unless Kawneer agrees otherwise in writing.

No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this Limited Warranty shall be binding on Kawneer unless made in writing and signed by a duly authorized officer of Kawneer.



All notices given under or pursuant to this Limited Warranty shall be in writing and sent by registered mail, postage paid, return receipt requested, to the party to whom such notices are to be given, as follows:

All such notices as set forth above shall be considered served when received.

Customer's agreement to and acceptance of this warranty shall be indicated by signing and returning a copy of the Project Warranty Cover Sheet, which is incorporated herein by reference.

SAMPLE