

WARRANTY #

Commencement Date: _____

Date of Shipment

from ALPOLIC Warehouse: _____

Granted to (Customer): _____

Project Name: _____

Project Address: _____

City, St/Prov & Postal: _____

Product(s): _____
MCM Panel Warranty: _____
Finish Warranty: _____

Product(s): _____
MCM Panel Warranty: _____
Finish Warranty: _____

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MCM PANEL

STANDARD MCM PANEL Warranty

Mitsubishi Chemical America, Inc. (MCA) hereby warrants to Customer that the Metal Composite Material (MCM) panel(s) referenced above as purchased by Customer from MCA are, at the time of shipment, free from defects which would cause said MCM panel(s) to delaminate to the extent that unevenness of the surface of said MCM panel(s) would be visually recognizable by a normal person.

This Warranty is subject to the following conditions:

- A. This warranty is not applicable to defects of any other sorts or deterioration resulting after shipment caused by any reasons whatsoever including, without limitation, corrosive or aggressive atmospheres, cut edges exposed to outdoor atmosphere, depreciation, wear and tear, building subsidence, acts of God, defects in the building structure, or other external forces beyond MCA's control, conditions or circumstances unrelated to the quality of the material at date of shipment, or failure of a building owner or occupant to do normal maintenance;
- B. For any installation of PE Core more than 40' above grade, this warranty is not applicable;
- C. ZCM (Zinc) must be used in a rain screen system and the zinc must be isolated from dissimilar metals for this warranty to be applicable;
- D. The use of surface treatments not approved by MCA will void this warranty; and
- E. This warranty will not extend to, or cover damage to, MCM caused by handling, shipping, processing and/or installation, or damage to MCM caused by scratching or abrading after installation.

PERFORATED/EXPOSED EDGE MCM PANEL Warranty

This Warranty is subject to the *Standard MCM Panel Warranty* conditions listed above, plus the following conditions:

1. This warranty will be applicable for MCM panels with an exposed cut edge and/or a perforated MCM panel which has 45% of perforation ratio at the maximum to the non-perforated panel;
2. This warranty will be applicable for MCM panels with 0.5 mm thick aluminum skin both sides and gray fire-retardant core or black PE core, in the case of an exposed cut edge MCM panel and/or a perforated MCM panel; and
3. This warranty will not be valid where the applicable project is located within one mile or 1.6 km of a body of salt or brackish water with regard to an exposed cut edge MCM panel, or a perforated MCM panel application.

For each of the above warranties, MCA agrees to repair or replace in situ, at its sole cost and discretion, any MCM panels where defects shall have been proven by Customer to the satisfaction of MCA not to be in compliance with the aforesaid warranty. The above obligation of MCA is expressly conditioned upon (i) Customer providing prompt written notification to MCA of any claimed non-compliance with the warranty, reasonably described, pursuant to this letter within thirty (30) days after such non-compliance first comes to the attention of Customer and within the above stated warranty period beginning at the commencement date (it being understood that the warranty period shall not exceed the time period noted above plus one year from the date of shipment from ALPOLIC Warehouse); (ii) MCA is given a reasonable opportunity after receiving the notice to examine the MCM Panel(s); (iii) Customer fully complies with instructions given by MCA whether in written or oral form, and normal practices of the design, construction and real property industries and of the industry to which Customer belongs with respect to handling, delivering, storing, processing, treating, installing and maintaining such metal and composite panels ("Instruction and Practice"); and (iv) Customer provides to its employees, contractors and customers the relevant parts of Instruction and Practice. Customer's failure to satisfy any of the above three conditions shall be construed as the waiver by Customer of any right it may have to enforce this warranty.

ACM and BRAKE METAL FINISHES

STANDARD ACM and BRAKE METAL FINISH Warranty

Mitsubishi Chemical America, Inc. (MCA) hereby warrants to the Customer that the Fluorocarbon-based coating applied to the aluminum composite material(s) (ACM) and/or to the brake metal flat sheet(s) purchased by Customer from MCA will not, during the above stated warranty period beginning at the commencement date (it being understood that the warranty period shall not exceed the time period noted above plus one year from the date of shipment from ALPOLIC Warehouse) under normal atmospheric conditions on the coated aluminum:

- A. Peel, check or crack except for such slight crazing or cracking as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheets, which is accepted as standard; or
- B. (1) Chalk in excess of a numerical rating of 8 measured in accordance with the standard procedures as outlined by the "Standard Methods of Evaluating Degree of Chalking of Exterior Paint" ASTM D4214-89; or

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- (2) Fade or change in color in excess of 5 color difference units, using ASTM D2244-89 measured on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces, it being understood that fading or color changes may not be uniform if the surface is not evenly exposed to the sun and elements; and
- (3) Gloss (60° incident angle) loss will not exceed 40% when measure on exposed painted surfaces which have been cleaned of external deposits and the corresponding values measured on unexposed original painted surfaces. The gloss shall be measured using standard procedures as defined by "Standard Test Method for Specular Gloss", ASTM D523-89.

This Warranty is subject to the following conditions:

- A. Normal atmospheric conditions exclude corrosive or aggressive atmospheres such as those contaminated with chemical fumes, salt or other corrosive elements, including areas within 1500 feet of a body of saltwater/brackish water. MCA requires a freshwater cleaning /maintenance program be in effect to prevent corrosion from accumulated deposits.
- B. For projects located +15° / -15° latitude of the equator, stated warranty period is reduced by 50%.
- C. This warranty will not extend or cover:
 - (1) cracking or crazing as a result of metal fracture; i.e. bend is less than 2T or bend radius is less than 2mm. Brake metal bend is less than 4T.
 - (2) damage to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the coated metal prior to installation;
 - (3) water damage due to condensation caused by improper packaging of the coated metal prior to installation;
 - (4) damage to the coated metal caused by handling, shipping, processing and/or installation; or
 - (5) damage to the coated metal caused by scratching or abrading after installation; or
 - (6) damage to the coated metal as a result of standing water in horizontal installations; or
 - (7) exposed edges; or
 - (8) corrosion to the base aluminum skins; or
 - (9) non-aluminum skins, including, but not limited to, Natural Metals: Copper, Zinc, Stainless Steel or Titanium
- D. Applied coatings, such as graffiti or later applied surface treatment(s), will void warranty.
- E. This warranty will not be applicable to damage or failure which is caused by acts of God, falling objects, external forces, explosions, fire, riots, civil unrest, acts of war, or other such similar or dissimilar occurrences beyond MCA's control.
- F. Customer shall maintain adequate records to establish identification of the coated material and dates of the installation of the coated metal. Customers shall demonstrate that the failure of the coated metal was due to a breach of the warranty stated herein.
- G. MCA's exclusive liability under this warranty, or otherwise, will be limited to refinishing, repairing or replacing in situ, at MCA's sole option, the defective coated metal. The warranty on any refinished, repaired or replaced coated metal supplied hereunder shall be for the remainder of the warranty period applicable to the originally coated metal. All warranty work will be performed by a company or contractor selected by MCA. Color variance between replacement or repainted product and original shall not be indicative of a defect.
- H. MCA's liability under this warranty for brake metal is limited to material only.
- I. Claims under the warranty must be made to MCA in writing within thirty (30) days after discovery of the defective coating and MCA must be given a reasonable opportunity to inspect the coated metal claimed to be defective.
- J. MCA reserves the right to terminate this warranty at any time upon thirty (30) days advance written notice, except with respect to any coated metal which has already been shipped to Customer.
- K. All records and samples Customer is required to prepare and maintain under the terms of this warranty shall be retained by Customer for the warranty period applicable to the coated metal, and in the event of a claim hereunder, MCA shall have the right to inspect such records and samples.

PERFORATED/EXPOSED EDGE FINISH Warranty

This warranty is subject to the *Standard ACM Finish Warranty* and its conditions with the exception of: Condition C(7), exposed edges. Only a Perforated/Exposed Edge Finish Warranty excludes exposed edges as a condition.

COASTAL FINISH Warranty

This warranty is subject to the *Standard ACM and Brake Metal Finish Warranty* and its conditions with the exception of: Condition A, proximity to saltwater or brackish water. Only a Coastal Finish Warranty excludes proximity to saltwater/brackish water as a condition.

ANODIZED FINISH Warranty

Subject to the conditions set forth below, Mitsubishi Chemical America, Inc. (MCA) hereby warrants to the Customer its finishes to perform as follows under normal atmospheric conditions when utilized on exterior architectural building components during the term of this warranty, and not to exceed the period noted above plus one year from the date of shipment from ALPOLIC warehouse.

- A. No visible peeling or cracking within the stated warranty period. This excludes any cracking due to brake bends or other forming operations performed on components after the anodized finish has been applied.
- B. No chalking within the stated warranty period. 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.).
- C. No significant visible fading within the stated warranty period.

This warranty is subject to the following conditions:

- A. This warranty is made for the benefit of the original purchaser only. It is non-transferable and non-assignable, and MCA precludes the original purchaser from claiming, representing or implying that this warranty remains with the product but any remedy for failure must be obtained by the original purchaser. Violation of this term by the original purchaser, its agents or representatives shall release MCA from the obligation of this warranty.
- B. Any refinishing of a component supplied under this warranty shall be warranted as provided herein only for the remainder of the warranty period applicable to the original finish purchased.
- C. This warranty only covers finishes which are exposed to normal weather conditions and used exclusively within the continental United States and will be extended to other geographic areas only upon advance written consent by MCA. Normal weather conditions exclude corrosive atmospheric conditions such as those contaminated with the chemical fumes, direct salt spray, including areas within 1500 feet of a body of saltwater, or surface temperatures which exceed 200 degrees Fahrenheit.

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- D. This warranty will be effective only if normal maintenance and cleaning practices are followed. Anodized finishes should be cleaned with a mild, non-detergent solution of soap and water annually.
- E. Customer shall maintain adequate records of performance of an established Cleaning and Maintenance Program in accordance with AAMA 609 and 610-15.
- F. This warranty expressly excludes any defect, damage or failure which is caused by acts of God, falling objects, external forces, explosion, fire, riot, civil commotion, acts of war, vandalism, radicalism, mishandling or any other similar or dissimilar occurrences beyond the control of MCA (cont.)
- G. Any failure caused by improper handling by the original purchaser, including but not limited to, improper equipment fabrication, storage, transportation, erection or placement. Since certain chemicals such as acids and alkalis will stain an anodized finish, MCA is in no way liable for any type of finish degradation caused by those chemicals.
- H. This warranty will not extend to or cover damage to finish caused by moisture, condensation or other contamination resulting from improper storage, packaging, handling, processing or installation or damages as a result of standing water on the component.
- I. The original purchaser shall maintain adequate records to establish identification of any covered finish and the dates of receipt and installation of the same. In the event of a claim under this warranty, the original purchaser shall demonstrate that the alleged defect or condition covered by this warranty was due to breach of warranty stated herein.
- J. In the event of a finish warranted by MCA is determined by MCA to be not in compliance with this warranty, then MCA shall have the absolute discretion to refinish the component in question. MCA herewith reserves the right to approve and/or negotiate any contract for any such work not performed by MCA.
- K. It is understood and agreed that the liability of MCA herein whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed the cost to reanodize the component(s) in question or the original purchase price of the finish paid by the original purchaser. Under no circumstances shall MCA be liable for special, indirect, or consequential damages.
- L. All claims made under this warranty must be made to MCA in writing within thirty days after the original purchaser discovers the subject defect, or should have reasonably discovered the defect, and MCA must be given a reasonable opportunity to inspect any material claimed to be defective. Each claim shall include the order number, date of shipment and date of installation of the allegedly defective panel.
- M. MCA reserves the right to terminate this warranty program at any time upon thirty days advance written notice, addressed to the original purchaser except with respect to any material which has already been shipped to the original purchaser.
- N. MERGER CLAUSE: It is further agreed that there are no understandings, agreements, or representations, express or implied, not specified herein respecting this warranty and the terms mentioned, and this instrument contains the entire agreement between the parties and is binding upon both parties. Further, the Seller's salesman may have made oral statements about the service described in the contract. Such statements do not constitute warranties, shall not be relied on by the original purchaser and are not a part of the contract for sale or warranty. The entire warranty is embodied in this writing.
- O. DISCLAIMER OF UNSTATED WARRANTIES: The above warranty is the only warranty applicable to this purchase. All other warranties express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY WITH RESPECT TO ALL WARRANTIES

- A. No terms or conditions other than those stated herein and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on MCA unless made in writing and signed by its authorized representatives.
- B. **EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE MCM PANEL(S), EXPRESSED OR IMPLIED, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY MCA, OR ANY OTHER PERSON ON MCA'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED ABOVE.**
- C. **THE REMEDIES STATED IN THIS WARRANTY SET FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND MCA'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTIES CONTAINED ABOVE.**
- D. Notwithstanding any contrary provision hereof or the failure of the essential purpose of any limited remedy, and to the fullest extent not prohibited by applicable law, in no event shall MCA or any of its representatives be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, this warranty or the subject matter hereof, regardless of (A) whether such damages were foreseeable, (B) whether or not MCA was advised of the possibility of such damages and (C) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

All notices given under or pursuant to this warranty shall be in writing in English and sent by Registered or Certified Mail, postage prepaid, return receipt requested to:
Mitsubishi Chemical America-ALPOLIC Division
Customer Service Dept.
401 Volvo Parkway
Chesapeake, VA 23320

All such notices deposited in the US Mail as set forth above shall be considered served when so deposited.

The original purchaser understands, agrees and accepts this warranty. Warranty becomes effective only when signed by a duly authorized agent of Mitsubishi Chemical America, Inc. and issued.

Accepted By:

Mitsubishi Chemical America, Inc.



Paul Olson, General Manager