

ANODIZED FINISH WARRANTY FIVE YEAR

To: ("Customer")

From:

Mitsubishi Chemical America, Inc.
ALPOLIC Division

Project Name and Location:

Complete Physical Address Required
Including City - State or Province - Zip or Postal Code

Commencement Date of Warranty:

Required

Color:

Required

Subject to the conditions set forth below, Mitsubishi Chemical America, Inc. (MCA) warrants its finishes to perform as follows under normal atmospheric conditions when utilized on exterior architectural building components during the term of this warranty, beginning at the commencement date, with warranty period not to exceed five years from date of shipment

- 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 MCCA. 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
- 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. 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 representative.

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- O. The original purchaser understands, agrees and accepts this warranty. Warranty becomes effective only when signed by a duly authorized agent of Mitsubishi Chemical Composites America, Inc. and issued.
- P. All notices under or pursuant to this agreement shall be in writing in English and sent by registered or certified mail, postage prepaid, return receipt requested to:

Mitsubishi Chemical America, Inc.
ALPOLIC Division
Customer Service
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.

- Q. **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.
- R. **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.
- S. 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.

Accepted By:

MITSUBISHI CHEMICAL AMERICA, INC.

Date