

## METAL COMPOSITE PANEL WARRANTY TEN 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

Mitsubishi Chemical America, Inc. (MCA) hereby warrants to Customer that the metal composite panels of **Thickness – Color/Finish** purchased by Customer from MCA are, at the time of shipment, free from defects which would cause said panels to delaminate to the extent that unevenness of the surface of said panels is visually recognizable by a normal person. This warranty is not applicable to defects of any other sorts or deterioration resulting after shipment caused by any reasons 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 forces, conditions or circumstances unrelated to the quality of the material at date of shipment, or failure of a building owner occupant to do normal maintenance. For any installation of PE Core more than 40’ above grade, this warranty is not applicable. 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.

MCA agrees to repair or replace in situ, at its sole cost and discretion, any metal composite panels of such defects as 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) receipt by MCA of notification in writing from Customer of any claimed non-compliance with the warranty pursuant to this letter within thirty (30) days after such non-compliance first comes to the attention of Customer and within the above stated period beginning at the commencement date, with warranty period not to exceed ten years plus one from date of shipment; (ii) full compliance by Customer 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 (iii) provision by Customer to its employees, contractors and customers with relevant parts of Instruction and Practice.

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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.

No warranty, expressed or implied, other than specifically set forth above is given or is to be implied with respect to any material furnished by MCA and MCA expressly disclaims all other expressed and implied warranties, including warranties of merchantability and fitness for a particular purpose. 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.

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, Inc.  
ALPOLIC Division  
Customer Service  
401 Volvo Parkway  
Chesapeake, VA 23320

Accepted By:

MITSUBISHI CHEMICAL AMERICA, INC.

Date