

METAL COMPOSITE PANEL WARRANTY
PERFORATED AND/OR EXPOSED EDGE
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** to be supplied by MCA to Customer pursuant to order placed by Customer and accepted by MCA are, at the time of shipment, free from defects which would cause the 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 subject to the following conditions:

- A. This warranty will not be applicable to defects of any other sorts or distortion occurring after shipment caused by any reasons including, without limitation, corrosive or aggressive atmospheres, depreciation, wear and tear, defective subsidiary materials furnished or workmanship performed by others, including installation workmanship, defects in the building structure, or other forces, conditions or circumstances unrelated to the quality of ACM at the relevant date of shipment, or failure of building owners or occupants to do normal maintenance
- B. This warranty will be applicable for ACMs which are a rout and return tray panel, an exposed cut edge panel, and/or a perforated panel which has 45% of perforation ratio at the maximum to the non-perforated panel;
- C. This warranty will be applicable for ACM with 0.5mm thick aluminum skin both sides and gray fire-retardant core or black PE core, in the case of an exposed cut edge panel and/or a perforated panel.
- D. This warranty will not extend to or cover damage to ACM caused by handling, shipping, processing and/or installation, or damage to ACM caused by scratching or abrading after installation;
- E. This warranty will not be applicable for the project where located within from one mile or 1.6 km of a body of salt water with regard to an exposed cut edge panel, or a perforated panel application.
- F. For any installation of PE core more than 40’ above grade, this warranty is not applicable.

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G. This warranty will not be applicable to any damage or failure that is caused by act of God, falling objects, external forces, explosions, fire, riots, civil commotion, war, radiation, or other similar or dissimilar occurrences beyond MCA's control; and MCA agrees to repair or replace, 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 ten years after the date of each 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.

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.

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